

THIRUVALLUVAR UNIVERSITY

SERKADU, VELLORE - 632 115.

TENDER NOTIFICATION

Tender NoticeNo.TVU/COE- Printing and Supply of Certificates/2024-25/526 28.02.2025

Sealed tenders for the **Printing and Supply of Certificates** to Thiruvalluvar University, Vellore.

The tender documents and other details can be downloaded from the University Website: www.tvu.edu.ing from 28.02.2025 to 14.03.2025 03.00 PM

Encl: Tender Schedule

REGISTRAR



THIRUVALLUVAR UNIVERSITY

(NAAC Accreditation 'B+' Grade) (State University) SERKKADU, VELLORE – 632 115.

LIMITED TENDER SCHEDULE

Terms and conditions for the Printing and Supply of Certificates for Thiruvalluvar University, Vellore.

1. DUE DATE AND TIME

Sealed Tenders are invited by the Registrar, Thiruvalluvar University from the reputed Companies/Suppliers of to Thiruvalluvar University, Vellore. The duly filled in Tender forms should reach the office on or before 03.00 PM on <u>14.03.2025</u>. Tenders received after due date and time will be summarily rejected.

The Demand Draft towards Application Fee including GST for **Rs. 1,770** /- (cost of Application Rs. 1500 + GST (18%) Rs. 270) (Rupees One Thousand Seven Hundred and Seventy only) drawn in favour of **The Registrar, Thiruvalluvar University, Vellore or** remitted through NEFT/RTGS to the University **A/c NO. 248401000000001, IFSC: IOBA0002484** and enclosed the remitted chellan

2. MODE OF DESPATCH

Tenders should be addressed to the **Registrar, Thiruvalluvar University, Vellore**, by designation and should be only in sealed covers by courier Registered Post with Acknowledgement due or in person. Tenders received in ordinary covers without seal will not be considered.

3. SUPERSCRIPTION

The Tender should be sealed and superscribed as Tender for **Printing and Supply of Certificates to Thiruvalluvar University**, Serkkadu, Vellore – 632 115.

4. EARNEST MONEY DEPOSIT

Each Tender should be accompanied by Earnest Money Deposit of **Rs. 20,000/**(Rupees Twenty Thousand only) by way of Demand Draft drawn in favour of the **Registrar**, **Thiruvalluvar University**, **Vellore-632 115** or remitted through NEFT/RTGS to the University **A/c No. 248401000000001**, **IFSC: IOBA0002484** and enclose remitted challan in original. The Earnest Money Deposit of unsuccessful tenderers will be returned after the acceptance of the successful tender, at the expenses of the Tenderers within a reasonable time consistent with the rules and regulation on this behalf. The above **EARNEST MONEY DEPOSIT** amount held by the University till it is returned to the Tenderers would not earn any interest therefore. Earnest Money Deposit will be refunded only after completion of warranty period in case of the successful tenderer.

5. ELIGIBILITY CRITERIA

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

- a) At least 3 years experience and focus on the related business, as on 31.03.2024
- b) a minimum average annual turnover of Rs.5 Lakhs and above in the last three years. Bidders should submit
- c) Certificate attained by the manufacturer.
- d) Number of years standing in the business.
- e) Number of service centers of the supplier of Tamilnadu.
- f) Average turnover in the last three years.
- g) Annual Financial Statements, Annual Report and Certificate Statement from the Current Statutory audit.
- h) License, PAN, TIN and should submit the GST Certificate which should be registered office in Tamil Nadu. Non-Registered firms are not entertained and bids shall be rejected.
- i) The bidder should submit the specifications with seal and sign
- j) The bidder must not have been blacklisted or have any instances of forfeiture of any amount -EMD or otherwise for inability to perform their duties by any government (central or state) universities, undertakings, institutions or departments. The Bidder should provide a self- declaration.
- k) The bidder should have registered office or Brach office and local office within Tamilnadu and proof of address should be Submitted / uploaded, **otherwise bid will be cancelled.**
- l) The bidder should be a registered firm dealing with PRINTING AND SUPPLY OF EDUCATIONAL CERTIFICATES. (.pdf)
- m) The Registered firm should have Digital Printing Press & Binding with adequate Machines Infrastructure and experienced manpower for execution of the work. (.pdf)

6. DETAILS TO BE FURNISHED AND MODE OF PRESENTATION:

a. The Tender should contain particulars like name and addresses of the Tenderers, net rate including excise duty, surcharge, sales tax, freight, octroi, insurance for delivery, and such other levies that may be applicable.

- b. The rates should be kept firm for <u>one hundred eighty days</u> from the date of the opening of the Tenders for acceptance.
- c. The rate should be quoted for item with specification if applicable and should be indicated clearly both in words and figures. Any scoring or overwriting should be attested by the Tenderer with full signature. The rate quoted should be firm and should not subject to any variation clauses.
- d. The University shall not pay any increase in duties, taxes and surcharges on account of any revision by the Government at the time of supply.
- e. **Printing and Supply of Certificates** to Thiruvalluvar University, Vellore, shall be as per the Specifications mentioned in the Technical Specification and according to the delivery schedule.

7. OPENING OF TENDERS:

The tenders received up to 03.00 PM. on <u>14.03.2025</u> will be opened by the Registrar, or any other officer authorized by him on his behalf at 04.00 PM. on <u>14.03.2025</u> in the presence of those Tenderers or their representatives who may be present at the time of opening. The representatives of the Tendering firms who are attending the opening of the Tenders should bring a letter of authority from the Tendering firms which they represent to identify their bonafide.

8. AGREEMENT:

- a. The successful tenderer should execute an agreement for the fulfillment of the contract in the stamp paper to the Value of Rs.100/- in the model form enclosed in Annexure-III within seven days from the date of acceptance of the tender.
- b. The expenses incidental to the execution of agreement shall be borne by the successful Tenderer.
- c. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the University and recovery of any consequential loss from the successful Tenderer.

9. SECURITY DEPOSIT:

- a) The successful Tenderer will be required to remit the Security Deposit equivalent to **Five percent** of the total value of the Purchase order within fifteen days from the date of receipt of communication/intimating them of the acceptance of the Tenders. If the accepted Tenderer fails to remit the Security Deposit within the above said period. The Earnest Money Deposit remitted by him will be forfeited to the Thiruvalluvar University and his Tender will be held void.
- b) Purchase order will be released after execution of the above contract by the successful Tenderer and after remitting the Security Deposit by way of Demand Draft drawn in

favour of the Registrar, Thiruvalluvar University, Vellore remitted through NEFT/RTGS to the University A/c NO. 24840100000001, IFSC: IOBA0002484 and enclose remitted challan in original.

- c) The Security Deposit furnished by the Tenderer in respect of his Tender will be returned to him at the end of the warranty period subject to the satisfaction of the University.
- d) In case of successful Tenderer, The Earnest Money Deposit, if paid, may not be adjusted towards Security Deposit the Tenderer remitted.
- e) If the Tenderer fails to act according to the Tender or backs out when his Tender is accepted, his Security Deposit mentioned above will be forfeited to the University.

10. FORFEITURE OF EARNEST MONEY DEPOSIT:

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

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

11. ACCEPTANCE AND WITHDRAWALS:

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

12. PAYMENT SCHEDULE

i. No advance payment will be made.

- ii. The schedule of payment shall be as follows:
 - (a) The terms of payments for the purchase of items:100% of the total cost of Goods/Works/Service's will be paid on Supply & commissioning and handing over of the same after testing all the technical specifications and certified by the Director of Physical Education/Registrar Thiruvalluvar University, Vellore concerned for releasing the payment.
 - (b) The terms of payments for work: 100% of payment will be paid after completion of the work and the same after testing all the technical specifications/measurement and

- certified by the Controller of Examination /Registrar, Thiruvalluvar University, Vellore concerned for releasing the payment.
- iii. The office of The REGISTRAR Thiruvalluvar University Vellore will deduct Income Tax and other statutory taxes at Source as applicable from time to time.
- iv. For claiming this payment the following documents are to be submitted to the Purchaser.
- Invoice duly pre-receipted
- Delivery Challan / Bills in duly pre-receipted.
- Thiruvalluvar University **GST No. 33AAAJT1886B1Z9** should be mentioned in the Invoice
- v. No payment will be made for goods/works/Services/ rejected at the site on testing. Also, no payment will be made for rejected items/incomplete work, which do not confirm to the specifications/measurement stipulated.

13. PENALTY

- i. In normal circumstances, Goods/items/works should be supplied/carry over strictly as per the schedule mentioned in the supply/work order. However, in urgent cases, items are to be supplied immediately. In case of delay in supplying the material/carry over the work, a Liquidated Damage will be imposed @ 1% per day of total cost of unsupplied Items/pending work-subject to a maximum of 10% of the total cost of unsupplied items/pending work shall be liable to be imposed upon the defaulting firm by this office. In case of delay beyond 10 days, this office will be at liberty to procure the concerned item(s) from any other Agency at the risk and cost of the supplier and also it will result inthe forfeiture of the Performance Security.
- ii. For any other irregularities, mistakes, etc. Penalty at the discretion of Tendering Authority will be imposed.
- iii. That for unsatisfactory performance owing to absence of Vendor's staff, deficiencies in services/work/items or for some other reason the tendering authority shall be within its rights to make necessary deductions from the running bills of the Vendor for such deficiency in services/work/items. Alternatively, the tendering authority may, after giving an opportunity of being heard to the Vendor, get such deficiencies fulfilled at the cost and responsibility of the Vendor.

14. SCOPE OF WORK

(Technical Specifications)

Printing and Supply of Certificates

S.No	Particulars	Quantity
1.	Grade Card (CBCS) (Designing, Printing the Matter in 4 colors on Front side, single color in reverse side, with gold foil stamping, Micro printing, reverse Micro printing, hidden image, void pantograph, security fibers, penetrating ink, thermocromatic printing, watermark using 120 GSM parchment paper)	3,00,000
2.	Consolidated Certificates (CBCS) (Designing, Printing of size – A4 (210 mm x 297mm) unfold sheet of 120 GSM Parchment paper. The art work and the design should be as prescribed and approved by the University, Gold foil stamping of the logo of the University in one to two rupee coin size, reverse Micro Printing of the word provided by the University, Hidden Image of the one provided by the University, Void Pantograph of message provided by the University, separate sheets embedded invisible security fibers, embedded security thread with micro word "GENUINE" provided in the thread, continuous serial numbering with penetrating ink, thermocromatic printing near numbering, generic honeycomb dandy watermark.	50,000
3.	Provisional Certificates (CBCS): (Designing, Printing of size – A4 (210 mm x 297mm) unfolded sheet of 120 GSM Parchment paper. The art work and the design should be as prescribed and approved by the University, Gold foil stamping of the logo of the University in one to two rupee coin size, reverse Micro Printing of the word, hidden Image, Void Pantograph of message provided by the University, separate sheets. Should have embedded invisible security fibers, should have embedded security thread with micro word "GENUINE" provided in the thread, continuous serial numbering with penetrating ink, thermocromatic printing near numbering, generic honeycomb dandy watermark.	50,000
4.	Degree Certificates (CBCS): Designing, Printing of Water Resistant and Non Tearable, Should be finished in the size – A4 (210 mm x 297mm) unfold sheet of 120 GSM plus or minus 5 GSM, folding endurance, brightness percentage of 92 minimum, smooth surface finish, moisture percentage of 5	1,00,000

maximum, natural shade, the art work and the design should be as prescribed and approved by the University, should have Gold foil stamping of the logo of the University in one to two rupee coin size, Micro Printing of the word provided by the University, Hidden Image (Mask-A-Print) of the one provided by the University, Void Pantograph of message provided by the University, embedded invisible security fibers, embedded security thread with micro word "GENUINE" provided in the thread (Optional if possible), generic honeycomb dandy watermark.

15. Execution of Purchase/Work Order

The University reserves the right to modify the scope or the quantity in the Tender document and the Contractor shall undertake the work as in the Purchase/Work order

16. GENERAL:

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

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

SIGNATURE OF THE TENDERER WITH OFFICE SEAL

ANNEXURE – I THIRUVALLUVAR UNIVERSITY, VELLORE - 632 115.

TECHNICAL BID

Limited Tender Schedule for Printing and Supply of Certificates for Controller of Examination - Thiruvalluvar University, Vellore

Profile of the Company:

The Company should provide the following details	
1. Name of the Organization with GST	:
2. Nature of the Organization (Govt. / Public / Private / Partnership/ Proprietorship)	:
3. (a) Address of the Registered Office of the firm with Phone Number, Fax and E-mail. :	
(b) Year of Establishment	:
4. Name of the contact person	:
5. Telephone No./Cell No.	:
6. Annual turnover for the previous three years (Should be minimum amt of Rs.5Lakhs/Annum) (Xerox of the I.T. Clearance Certificate enclosed)	:
7. Income Tax Account No. PAN/TAN No.	:
8. Location of the Company :	
9. Names of the Government Agencies/ Educational Institutions to whom similar Item have been supplied in the preceding One year [Copy of Order and Specimen be enclosed	:
10. Total experience in related areas	:
11. Names of the principal suppliers your Company supports	:
12. Names of the organization / Companies	

with whom you have collaboration is related area	in :		
13. Name of the organization / comp with whom you have collaboration is conditioning.			
14. Is your Company an original ma Dealer and related items? If yes, star the specific items you Manufacture			
15. State the minimum of time requirements the items if your company/ Organizates the order No.of days			
16. List of infrastructure at the firm	:		
17. Cost of Application Payment pa Sl.No. DD No.& Date	rticulars : Name of the Bank	Amount (Rs.)	Total
Or If paid through RTGS/NEFT furnis 18. EMD PAYMENT PARTICUL (1) Number of Demand Drafts e (2) Demand draft particulars. The DD should be applieded with the	Date: Amount: Name of the Bank a ARS nclosed.	nd Branch:	
The DD should be enclosed with the Sl.No. DD No.& Date	Name of the Bank	Amount (Rs.)	Total
Or If paid through RTGS/NEFT furnis			

ANNEXURE – II THIRUVALLUVAR UNIVERSITY VELLORE-632 115.

Limited Tender Schedule for Printing and Supply of Certificates to Controller of Examination section of Thiruvalluvar University, Vellore

COMMERCIAL BID

Particulars	Quantity	Rate per unit	Total Amount
Grade Card	3,00,000		
Consolidated Certificates	50,000		
Provisional Certificates	50,000		
Degree Certificates	1,00,000		
	Grade Card Consolidated Certificates Provisional Certificates	Grade Card 3,00,000 Consolidated Certificates 50,000 Provisional Certificates 50,000	Grade Card 3,00,000 Consolidated Certificates 50,000 Provisional Certificates 50,000

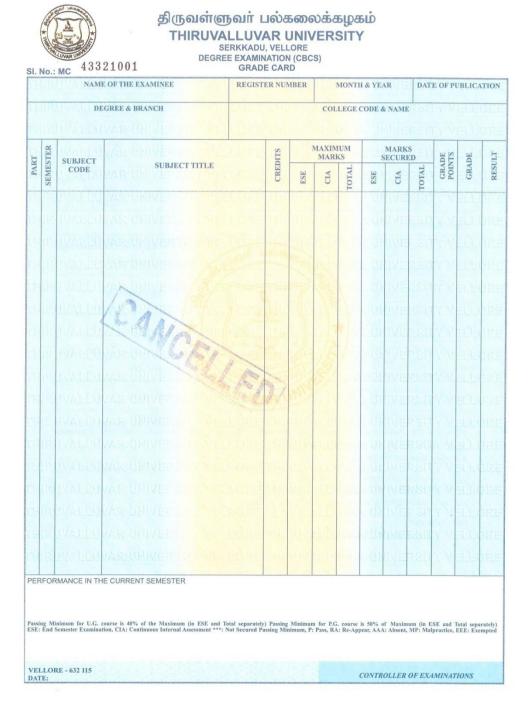
I hereby declare that the above particulars mentioned are true to the best of my knowledge.

TENDERER'S SIGNATURE WITH OFFICE SEAL

Technical Specifications

PRINTING AND SUPPLY OF GRADE CARD (CBCS): 3 Lakh No's

(Designing, Printing the Matter in 4 colors on Front side, single color in reverse side, with gold foil stamping, Micro printing, reverse Micro printing, hidden image, void pantograph, security fibers, penetrating ink, thermocromatic printing, watermark using 120 GSM parchment paper)



Conversion of Marks to Grade Points & Letter Grade

RANGE OF MARKS	GRADE POINTS	LETTER GRADE	DESCRIPTION
90 - 100	9.0 - 10.0	O+	OUTSTANDING
80 - 89	8.0 - 8.9	D+	EXCELLENT
75 - 79	7.5 - 7.9	D	DISTINCTION
70 - 74	7.0 - 7.4	A+	VERY GOOD
60 - 69	6.0 - 6.9	A	GOOD
50 - 59	5.0 - 5.9	В	AVERAGE
40 - 49#	4.0 - 4.9	C	SATISFACTORY
00 - 39	0.0	U	RE-APPEAR
ABSENT	0.0	AAA	ABSENT

Classification

CGPA	GRADE	CLASSIFICATION OF FINAL RESU	
9.5 - 10.0	O+	Einst Class Evennelauv*	
9.0 and above but below 9.5	0	First Class - Exemplary*	
8.5 and above but below 9.0	D++		
8.0 and above but below 8.5	D+	First Class with Distinction*	
7.5 and above but below 8.0	D		
7.0 and above but below 7.5	A++		
6.5 and above but below 7.0	A+	First Class	
6.0 and above but below 6.5	A		
5.5 and above but below 6.0	B+	C1 Cl	
5.0 and above but below 5.5	В	Second Class	
4.5 and above but below 5.0 C+#		Third Class	
4.0 and above but below 4.5	C#	1 mild Class	
0.0 and above but below 4.0	U	Re-appear	

^{*} The candidates who have passed in the first appearance and within the prescribed semester of the UG/PG Programme (Major, Allied and Elective courses alone) are eligible.

 C_i = Credits earned for course i in any semester. G_i = Grade Points obtained for course i in any semester.

n refers to the semester in which such courses were credited.

For a Semester:

GRADE POINT AVERAGE [GPA] =
$$\Sigma_i C_i G_i / \Sigma_i C_i$$

Sum of the multiplication of grade points by the credits of the courses Sum of the credits of the courses in a semester

For the entire programme:

CUMULATIVE GRADE POINT AVERAGE [CGPA] = $\sum_{n} \sum_{i} C_{ni} G_{ni} / \sum_{n} \sum_{i} C_{ni}$

Sum of the multiplication of grade points by the credits of the entire programme CGPA = Sum of the credits of the courses of the entire programme

[#] Applicable only to UG Programme.

Printing and Supply of Degree Certificates (CBCS)- 1,00,000 No's

(Designing, Printing of High Tear Resistant, Water resistant, should be finished in the size – A4 (210 mm x 297mm) unfold sheet of 120 GSM plus or minus 5 GSM, folding endurance, brightness percentage of 92 minimum, smooth surface finish, moisture percentage of 5 maximum, natural shade, the art work and the design should be as prescribed and approved by the University, should have Gold foil stamping of the logo of the University in one to two rupee coin size, Micro Printing of the word provided by the University, Hidden Image (Mask-A-Print) of the one provided by the University, Void Pantograph of message provided by the University, embedded invisible security fibers, embedded security thread with micro word "GENUINE" provided in the thread (Optional if possible), generic honeycomb dancy watermark.

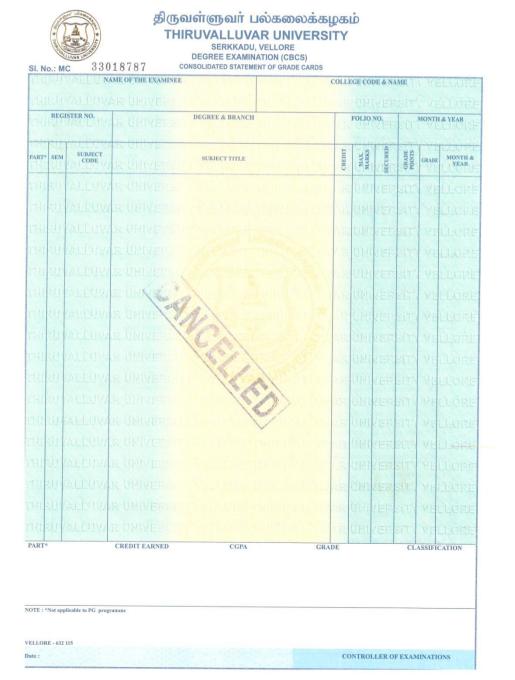


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Examined by

(Designing, Printing of size – A4 (210 mm x 297mm) unfold sheet of 120 GSM Parchment paper. The art work and the design should be as prescribed and approved by the University, Gold foil stamping of the logo of the University in one to two rupee coin size, reverse Micro Printing of the word provided by the University, Hidden Image of the one provided by the University, Void Pantograph of message provided by the University, separate sheets embedded invisible security fibers, embedded security thread with micro word "GENUINE" provided in the thread, continuous serial numbering with penetrating ink, thermocromatic printing near numbering, generic honeycomb dandy watermark.



Conversion of Marks to Grade Points & Letter Grade

RANGE OF MARKS	GRADE POINTS	LETTER GRADE	DESCRIPTION
90 - 100	9.0 - 10.0	O+	OUTSTANDING
80 - 89	8.0 - 8.9	D+	EXCELLENT
75 - 79	7.5 - 7.9	D	DISTINCTION
70 - 74	7.0 - 7.4	A+	VERY GOOD
60 - 69	6.0 - 6.9	A	GOOD
50 - 59	5.0 - 5.9	В	AVERAGE
40 - 49#	4.0 - 4.9	C	SATISFACTORY
00 - 39	0.0	U	RE-APPEAR
ABSENT	0.0	AAA	ABSENT

Classification

CGPA	GRADE	CLASSIFICATION OF FINAL RESULT	
9.5 - 10.0	O+	First Class Everyland	
9.0 and above but below 9.5	0	First Class - Exemplary*	
8.5 and above but below 9.0	D++		
8.0 and above but below 8.5	D+	First Class with Distinction*	
7.5 and above but below 8.0	D		
7.0 and above but below 7.5	A++		
6.5 and above but below 7.0	A+	First Class	
6.0 and above but below 6.5	A		
5.5 and above but below 6.0	B+	Consul Class	
5.0 and above but below 5.5	В	Second Class	
4.5 and above but below 5.0 C+#		Third Class	
4.0 and above but below 4.5	C#	1 mild Class	
0.0 and above but below 4.0	U	Re-appear	

^{*} The candidates who have passed in the first appearance and within the prescribed semester of the UG/PG Programme (Major, Allied and Elective courses alone) are eligible.

 C_i = Credits earned for course i in any semester.

 G_i^* = Grade Points obtained for course i in any semester.

n refers to the semester in which such courses were credited.

For a Semester:

GRADE POINT AVERAGE [GPA] =
$$\Sigma_i \, \, \mathrm{C}_i \, \mathrm{G}_i / \, \Sigma_i \, \mathrm{C}_i$$

GPA = Sum of the multiplication of grade points by the credits of the courses

Sum of the credits of the courses in a semester

For the entire programme :

CUMULATIVE GRADE POINT AVERAGE [CGPA] = $\sum_n \sum_i C_{ni} G_{ni} / \sum_n \sum_i C_{ni}$

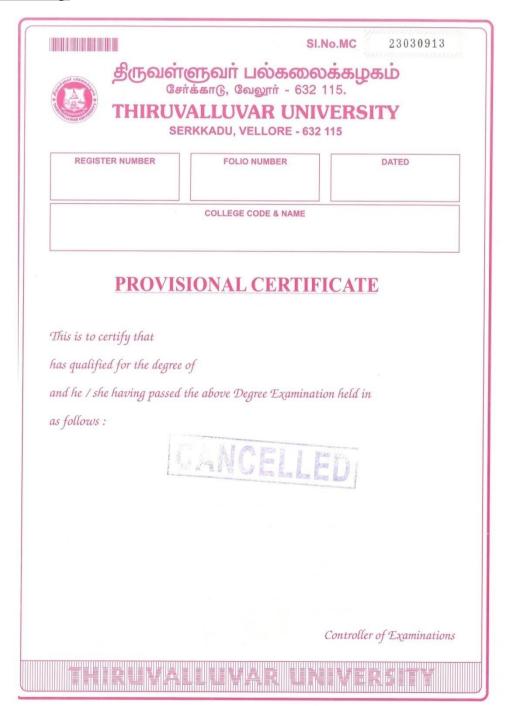
CGPA = Sum of the multiplication of grade points by the credits of the entire programme

Sum of the credits of the courses of the entire programme

Read by	
Checked by	

[#] Applicable only to UG Programme.

(Designing, Printing of size – A4 (210 mm x 297mm) unfold sheet of 120 GSM Parchment paper. The art work and the design should be as prescribed and approved by the University, Gold foil stamping of the logo of the University in one to two rupee coin size, reverse Micro Printing of the word, hidden Image, Void Pantograph of message provided by the University, separate sheets. Should have embedded invisible security fibers, should have embedded security thread with micro word "GENUINE" provided in the thread, continuous serial numbering with penetrating ink, thermocromatic printing near numbering, generic honeycomb dancy watermark.



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Read by	
Examined by	

Note: - As per above mentioned specifications; all samples are available at Controller of Examinations of Thiruvalluvar University, Serkkadu, Vellore, Tamil Nadu- 632 115.

Special Terms and Conditions:

*The GSM Mentioned in the tender document for each items will be check and payment will be made only if the Goods supplied comply with the GSM.

ANNEXURE - III

[To be executed by the Firms for the **Printing and Supply of Certificates** to Thiruvalluvar University, Vellore]

CONDITIONS OF CONTRACT

- 1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for 12 months. But in the event of any breach of agreement at any time on the part of the supplier, the contract shall be determinable by the Purchaser without compensation to the Supplier. The contract may also be put to an end at any time by the Purchaser upon giving seven days notice to the supplier.
- 2. The Supplier agrees to supply, as detailed in the Commercial bid after carrying out successfully all the tests prescribed by the purchaser at all inclusive price of Rs... before the specified date. The price offered is firm and is not subject to enhancement on any ground.
- 3. The price of the equipments/products etc., as detailed at Annexure includes excise duty, surcharges, GST, freight, octroi, insurance, and such other levies that may be applicable.
- 4. The Equipments/Products to be supplied under this contract are to be of the quality and of the sort mentioned in the purchase order at Commercial Bid.
- 5. The Equipments/Products are to be delivered to the Purchaser without any extra cost in such quantities or numbers contained in the purchase order enclosed as Commercial Bid to this contract. Any amendments to the orders in terms of quantities or delivery period etc., may be incorporated on a mutually agreed basis.
- 6. Rejected Equipments/Products shall be removed by and at the expenses of the supplier within 30 days after notice has been given to him to the rejection. If not removed, the University may cause the goods to be remained and charge the supplier with all expenses incurred for such removal.
- 7. The Contractor shall guarantee the quality of the Equipments/Products supplied and satisfactory operation for a period of not less than one year.
- 8. If the supply is not effected before four weeks from the date of the purchase order, the purchaser shall have the authority to cancel the order or to take any such action that will be deemed fit in the circumstances.

- 9. In case of failure by the supplier to deliver goods or materials demanded from them within the period specified for delivery or in case of goods or materials delivered by them not being of the stipulated quality and specifications or in the case of goods or materials being delivered without a correct invoice in duplicate the Registrar or any one duly authorized by him shall have power to reject any such goods or materials so rejected or not delivered unless the Supplier shall themselves forthwith supply others that shall be sufficient and satisfactory and any excess of cost so incurred by the Purchaser over the contract price together with all charges and expenses, attending the purchase shall be recoverable by the Purchaser.
- 10. Penalty will be levied at the rate of one percent per week on the total contract price if the delivery has not been completed in full within the stipulated period, subject to force manure conditions in force, Besides, such performance may entail black listing of the supplier.
- 11. All costs, damages or expenses which the University may have paid for which the contractor is liable may be deducted by the Registrar, Thiruvalluvar University from and out of any money due or becoming due to the contractor under the tenders.
- 12. The cost of the equipments will be paid on and handing over of the last consignment after testing and fulfilling the technical specifications. The testing that should be carried out by the supplier and also by the University.
 - 100% of the total cost of the Equipments/Products will be paid on handing over of the same after testing all the technical specifications and certified by the authorities concerned for releasing the payment.
- 13. The Supplier hereby agrees to get the refund of incentive, excise duty and proportionate GST from concerned authorities and pass it on to the Purchaser, if the Government or any other agency reduces the Excise Duty or GST or gives incentive of any type—retrospectively after supplying the equipments which action will be taken to recover the balance amount from the Supplier under the revenue recovery act or any other relevant act.
- 14. The contract or any part there of interest in it, is not to be transferred or assigned by the suppliers directly or indirectly to any person whom so ever without the written consent of the Purchase.
- 15. Neither the Buyer nor the Seller shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
 - a. Natural phenomena including but not limited to earthquakes, floods and epidemics
 - b. Acts of any Government authority domestic or foreign including limited to declared, or undeclared, priorities and quarantine restrictions.
- 16. Unless otherwise provided in the agreement, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the

Supplier respective addresses and self forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which was sent.

- 17. Any notice to the Supplier shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.
- 18. In case of any dispute the matter will be referred to an Arbitrator under "Arbitration and Conciliation Act 1996" The arbitration shall be held in Vellore only and the court at Vellore only shall have jurisdiction in relation thereto.
- 19. The Supplier agrees that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the supplier shall pay as penalty an amount equivalent to 10 (ten) percent of total value of contract or an amount equal to the actual loss incurred by the University.
- 20. Upon the complete fulfillment of this contract by the Contractor to the satisfaction of the University or any duly authorized by them the EMD of Rs. 20,000/- (Rupees Twenty Thousand only) so deposited as security by the supplier shall be returned to him less the amount if any, due by the supplier to the University.
- 21. The University shall have power to make any changes in the Terms and Conditions without consultation with the firm (Tenderer)

PURCHASER SUPPLIER

WITNESSES:

1. 1.

2. 2.

For and on behalf of