



திருவள்ளுவர் பல்கலைக்கழகம்  
**THIRUVALLUVAR UNIVERSITY**  
SERKADU, VELLORE – 632 115.

**TENDER NOTIFICATION**

Date. 09.08.2016

Notification No. TVU/R/F4/AYUSH/ Biotech/ Equipments/2016

Sealed tenders are invited from the eligible Companies/Agencies for the supply of

**1. Laminar Air Flow - 1 no, 2. Deep Freezer - 1 no, 3. Rotary Shaker - 1 no,  
4. Vacuum Evaporator - 1 no and 5. Cooling Centrifuge with rotor heads - 1 no** to  
the Dept. of Biotechnology, Thiruvalluvar University, Vellore-632 115.

The tender documents and other details can be downloaded from the University  
Website: [www.thiruvalluvaruniversity.ac.in](http://www.thiruvalluvaruniversity.ac.in) from **09.08.2016 To 23.08.2016.**

**Registrar i/c**





**THIRUVALLUVAR UNIVERSITY**  
SERKKADU, VELLORE- 632 115  
**TENDER SCHEDULE**

The tender schedule is intended for the supply of:

- |   |               |
|---|---------------|
| <b>1. Vacuum Evaporator</b>                   | <b>- 1 no</b> |
| <b>2. Rotary Shaker</b>                       | <b>- 1 no</b> |
| <b>3. Cooling Centrifuge with rotor heads</b> | <b>- 1 no</b> |
| <b>4. Laminar Air Flow</b>                    | <b>- 1 no</b> |
| <b>5. Deep Freezer</b>                        | <b>- 1 no</b> |

Scientific equipments to the Department of Biotechnology, Thiruvalluvar University, Vellore.

**1. DUE DATE AND TIME:**

Sealed tenders are invited by the Registrar, Thiruvalluvar University , Vellore from manufacturing concerns or authorized dealers, for the supply of Scientific Equipments as per the specification indicated in the Appendix – I. The cost of tender schedule is fixed as Rs.3000/-

The tenders should reach the Registrar, Thiruvalluvar University, Vellore, on or before **23.08.2016 at 3.00 p.m.** Tenders received after the due date and time will be summarily rejected.

The Demand Draft towards Application Fee for **Rs.3000/-**-(Rupees Three Thousand only) drawn in favour of **The Registrar, Thiruvalluvar University, Vellore** and VAT of **Rs.150/-**-(Rupees One Hundred and Fifty only) drawn in favour of **Assistant Commissioner (CT),Vellore (North).** (Note: Separate DD's should be enclosed).

**2. MODE OF SUBMISSION:**

Tenders should be sent in a sealed cover addressed to the Registrar, Thiruvalluvar University, Vellore, by Registered post with acknowledgement due or in person. Unsealed tenders will not be considered.

**3. SUPERScription:**

The tender cover should be superscripted as **“Tenders for supply of Equipments – Under AYUSH Project -Department of Biotechnology, Thiruvalluvar University, Serkkadu, Vellore-632 115”**.

**5. ELIGIBILITY CRITERIA:**

- a). The Tenderer should have supplied at least two projects of similar type and nature during the last 3 years. The Tenderer should have completed at least single large similar project of value not less than Rs.15 lakhs in the last 3 years for Govt. Dept/ PSU/ Autonomous Agencies/MNC.
- b). The bidders must fulfill the eligibility conditions and also submit documentary evidence in support of fulfilling these conditions while submitting the bid. The bidder should have at least 3 years experience and focus in the related business, as on 31<sup>st</sup> March 2009. The tender should submit the latest income tax and commercial tax clearance certificates.

- c). The bidder may submit a list of customers to whom they have done similar type of supply along with the year of supply and details of the equipment supplied (the volume and the amount of the transaction done by them) in the prescribed form.
- d). Bidder must be a registered firm with Sales Tax, VAT, Income TAX and Service Tax Departments. A photocopy of such registration should be submitted along with the bid.
- e). Bidders should submit (Photocopy): a) Income tax clearance certificate of last Financial year with TAN number, b) valid sales tax clearance certificate, c) valid VAT registration certificate and d) valid Factory Registration Certificate.
- f). A Proof of certifications, agreements, and rate contract from Central and State Government organization may be enclosed.
- g). Conditional bids will be summarily rejected.
- h). The supplier while submitting the tender should invariably submit an Income tax Clearance Certificate of last Financial Year.
- i). Payment will be made within reasonable time after the supply is completed in full in good condition.
- j). Incomplete tender forms and the forms not supported by the required certificates will be rejected.
- k). Technical specifications required are given in the Tender schedule.
- l). The bidders can visit premises during office hours on any working day to assess the area of the work to be undertaken together with specifications.
- m). Liquidated damages @ half percent of value of contract per week or part thereof will be levied in case of delays in supplies and performance. In this regard the decision of the Registrar is final.
- n). The quantities indicated in the tender notifications are subject to modification if any at the time of placing order.
- o). No advance payment will be made to the successful tenderer.
- p). Supply of laboratory instruments and other items, if any manufacturing or other technical defects are found within the specified months from the date of purchase, instruments have to be rectified or replaced at free of cost by the supplier.

#### **4. EARNEST MONEY DEPOSIT:**

- 1. Each tender should be accompanied by Earnest Money Deposit **Rs.7,000/-** (Rupees seven thousand only) by Demand Draft drawn in favour of the Registrar, Thiruvalluvar University, Vellore. The earnest money deposit of the unsuccessful tenders will be returned soon after the acceptance of the successful tenderer within a reasonable time consistent with the rule and regulations in this behalf. The above EMD held by the

University will not earn any interest there of. The EMD of the Successful tenderer will be adjusted towards security deposit and will be returned only after the successfully completion of the warranty period.

#### **6. DETAILS TO BE FURNISHED AND MODE OF PRESENTATION:**

- a). The participating Tenderer should have own infrastructure including skilled manpower to undertake the supply.
- b). 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, installation and commissioning of the equipment and such other levies that may be applicable.
- c). All duties, taxes and other levies payable by the vendor shall be included in the total price.
- d). The rates should be kept firm for one hundred and twenty days from the date of the opening of the tenders for acceptance.
- e). The rate should be quoted for each item with specification and model 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.
- f). The University shall not pay any increase in duties, taxes and surcharges on account of any revision either by the State Government or Central Government at the time of supply and installation.
- g). The prices should be quoted with for destination.
- h). Packing, forwarding, insurance etc. will be to vendors account.
- i). All essential accessories cost must be included in the price quoted.
- j). Price bids are to be signed by the vendor or person authorized by him.
- k). Supply of the equipment and other accessories shall be as per the specifications mentioned in the Annexure II and according to the delivery and installation schedule.

#### **7. OPENING OF TENDERS:**

The tenders received **upto 3.00 P.M. on 23.08.2016** will be opened by the Registrar, or any other officer authorized by him on his behalf **at 4.00 P.M 23.08.2016 on the same date** in the presence of those tenderers or their representatives who may be present at the time of opening. The representatives of the tendering firm who are attending the opening of the tenders should bring a letter of authorization 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 stamp paper in the model form enclosed in Appendix II. Within fifteen days from the date of acceptance of the tender.
- b). In connection with incidental expenses the execution of agreement shall be borne by the successful tenderer.
- c). The Successful tenderer shall execute an agreement in stamp paper of value not less than Rs.20/- soon after the supply order is issued.
- d). The expenses incidental to the executing of agreement shall be borne by the successful Tenderer.
- e). The conditions stipulated in the agreement form 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 will entail recovery of any consequential loss from the successful renderer.

## **9. SECURITY DEPOSIT:**

- a). The successful tenderer will be required to remit the Security Deposit equivalent to **5%** (five) percent of the 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. Purchase order will be released after execution of the above contract by the successful tenderer and after remitting the security deposit by way of a demand draft drawn in favour of the Registrar, Thiruvalluvar University, Vellore - 632 115.
- b). The security deposit furnished by the tenderer, in respect of his tender will be returned to him only at the end of the warranty period subject to the satisfaction of the University.
- c). In the case of successful tenderer, the earnest money deposit if paid may be adjusted towards security deposit to be remitted by the tenderer.
- d). 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. SUPPLY AND INSTALLATION OF EQUIPMENT:**

- a). The material or goods are to be guaranteed for a period of at least **THREE** years after installation and commissioning against manufacturing defects and poor workmanship. The Warranty period specified, will commence from the date of handing over the Equipment after running on all equipments and carrying out successfully the tests prescribed by the University to its satisfaction.

- b). Documents such as operation manuals, user manuals and circuit diagrams and other relevant materials shall be provided by the tenderer along with the equipment at free of cost.
- c). If the supply, installation and commissioning of the equipment are not effected before the specified period from the date of purchase order, the University shall have the authority to cancel the order and to take any such action which will be deemed fit in the circumstances.
- d). If any manufacturing or other technical defects are found within the specified months from the date of installation, commissioning and handing over the Equipment to the University Authorities, the same will have to be rectified or replaced at free of cost by the supplier.
- e). During the Warranty period, if due to manufacturing and other technical defects of the equipment supplied, the Equipment is down and it is not restored to in working condition within 48 hours the supplier shall be liable for a penalty of one percent per week during breakdown period on the total contract price.
- f). The Warranty will cover all the materials and goods supplied by the supplier under this contract irrespective of the fact whether these have been manufacturer by the supplier or not.
- g). In case of failure by tenderer to deliver goods or materials demanded from them within the period specified for delivery or in case of goods or materials being delivered without a correct invoice in duplicate, the Registrar or anyone duly authorized by him shall have power to reject any such goods or materials so rejected or not delivered unless the supplier 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 tenderer over the contract price together with all charges and expenses incurred on the purchase shall be recoverable by the University from the supplier.
- h). The University will not be held responsible for any consequences arising out of patent right problems.

#### **11. PAYMENT OF COSTS:**

The terms of payments for the purchase of equipment : 100% of the total cost of Equipments will be paid on installation, commissioning and handing over of the same after testing all the technical specifications and certified by the Principal Investigator / Professor concerned for releasing the payment.

#### **12. FORFEITURE OF EARNEST MONEY DEPOSIT:**

If the accepted tenderer fails to act according to the tender conditions or backs out after his tender accepting his Earnest Money Deposit will be forfeited by the University.

### **13. ASSIGNING OF TENDER IN WHOLE OR IN PART:**

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 the execution of the contract or a part thereof.

### **14. PENALTY FOR NON-FULFILMENT OF TENDER:**

Penalty will be levied at the rate of 1% per week on the total contract prices if the installation and commissioning has not been completed in full within the stipulated period, subject to major conditions in force. Besides, such performance may entail black listing of the supplier.

### **15. ACCEPTANCE AND WITHDRAWALS:**

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

### **16. PENALTY FOR NON-FULFILMENT OF CONDITIONS:**

The supplier agrees that in the event of non fulfillment or non-observance of any of the stipulated conditions, the Supplier shall pay as penalty an amount equivalent to 5(FIVE) percent of total value of Equipment or an amount equal to the actual loss incurred by the purchaser whichever is greater.

### **17. GENERAL:**

The Tenderer while sending their tender should enclose a copy of the conditions stipulated duly certified and attested by them in token of accepting the tender conditions that they understood and accepted them fully. Tenders received without the certified copy of the conditions shall be rejected summarily. and due date for obtaining tender ....-08-2016 upto 3.00 P.M.

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

**SIGNATURE OF THE TENDERER  
WITH DATE AND OFFICE SEAL**



## **TENDER SCHEDULE**

### **ANNEXURE – I**

#### **TENDER SPECIFICATIONS OF SCIENTIFIC EQUIPMENTS FOR THE DEPARTMENT OF BIOTECHNOLOGY, THIRUVALLUR UNIVERSITY, SERKKADU, VELLORE -632 115.**

#### **Specification and Qualifications**

##### **1) VACUUM EVAPORATOR SPECIFICATION:**

With vacuum pump  
Vertical condenser

-

4 line alpha numeric digital display, LCD screen simultaneous display of rpm actual and set temperature motorised lift arrangement for glass assembly, all controls at the press of a button, with on/off indication displayed on screen. Accommodates evaporating flask upto 2 lit capacity.

Features

-----

- \* Geared drive unit offers a smooth rotation, rpm control from 20 to 200 rpm precisely controlled with coarse & fine analog knobs.
- \* Double walled bath-seamless inner vessel SS 304, outer al with high grade insulation to eliminate heat loss. temp. control from ambient plus 5 deg c to 180 deg c .
- \* Lift is fitted on main base with double ball bearing to provide jerk free up and down movement up to 200mm. Extended bracket to hold the geared drive unit can also accommodate condenser clamp hanger with extra SS rod for vertical and cold trap condensers.
- \* Unit base made of thick MS sheet coated with a layer of epox based polyester paint, providing a scratch less & chemical resistant surface .
- \* Vacuum and water inlet/outlet assembly is fixed at the rear of the lift for easy operation
- \* main on /off switch in on the central processing unit fitted at the rear of water bath. control panel is placed in the front operated with soft touch press buttons.
- \* Borosilicate glass parts set comprising of condenser, evaporating flask kjeldhal shape 800ml/1000ml, receiving flask cap. 1000ml with s-35 cup, vapour path tube b-24 , feed tube with teflon extension, gasket seal, standard joint clip s-35 are standard part of equipment.
- \* All borosilicate glass parts are interchangeable.
- \* Power supply 230v ac, 50hz, single phase.

Refrigerated circulating water bath

working temp : -10 deg. to 100c  
temp. control : pid +  
temp. accuracy : +/-0.03deg.c  
display : dual 7 segment led  
display resolution: 0.1oc  
heater capacity: 2000w  
cooling capacity: 320w  
pump flow rate : 12.5ltr/min  
bath volume : 5ltr  
refrigerant : r134a  
bath opening : 12 x 12/15cm  
dimension : 23 x 46 x 64cm

##### **2. ROTARY SHAKER SPECIFICATIONS:**

For growing cultures of micro organisms and tissue cells. Temperature range ambient plus 5 to 60 deg.c. controlled to plus/minus 0.2 deg.c. by solid state time proportional temperature controller-cum-digital display, using pt-100 as sensor. the drive mechanism is powered by a permanent

magnet geared D.C.motor with 25mm diameter motion.transparent acyrlc cover allows unobstructed view of the chamber contents from front, two sides and from top.the body made of heavy M.S. and painted with epoxy powder paint.the inner walls of th incubator will be pasted with laminated sheet to avoid heat loss. Approx.chamber size: 400x400x300mm. Height.approx.platform size : 325 x 325mm made of S.S.fitted with a recirculation fan in the chamber for uniformity of temperature.supplied with S.S.lotus clamps of 250ml x 8 nos. for conical flasks.

### 3. COOLING CENTRIFUGE WITH ROTOR HEADS SPECIFICATION:

Low volume high speed table top cooling centrifuge mx 20000 rpm/  
37570 rcf,led display with rotor heads & accessories

Technical data

-----

max.speed : 20000 rpm  
max.rcf : 37570 g  
max.tube size : 100ml  
max.capacity : 400ml  
lowest temp. : -8 deg c  
w x d x h : 775 x 575 x 475

24x1.5ml angle head with p.p tube  
12x15ml angle head with p.p tube

### 4. LAMINAR AIRFLOW SPECIFICATION:

Horizontal Laminar Airflow Bench allows operation in sterile and particle free conditions because the continuous flushing of the working area by a unidirectional and vertical and ultra filtered airflow, it assures a full product protection.

|                         |   |  |
|-------------------------|---|--|
| Direction of Flow       | : | Horizontal   |
| Cleanliness             | : | Class 100 (ISO 5 for particle sizes $0.5 \mu\text{m} < 3530$ particles / $M \geq 5.0 \mu\text{m} < 0$ particles / $M \geq$ of air at both at Rest & Operation Condition as per ISO 14644 –1(ISO 5 replaces Class 100 US FED STD 209 E) |
| Particle Retention:     | : | 0.3 Micron & Above   |
| Noise Level             | : | 65 decibel on “A” scale $\pm 5$  |
| Velocity                | : | 90 Feet/Minute $\pm 20$  |
| Worktable               | : | By IS 304 Grade Stainless Steel Surface  |
| Front door              | : | by 5 mm clear acrylic – Folded /Sliding Type   |
| U V lamp                | : | $\frac{1}{2}$ 3 Feet, 15/30 Watts, Make – PHILIPS – 1 No   |
| Illumination            | : | $\frac{2}{4}$ Feet, 20/40 Watts, Fluorescent tubes with diffusers – 1 No   |
| Pressure ( $\Delta P$ ) | : | Inclined Manometer 0 –25 mm range  |
| Other accessories       | : | 5/15 Amp power point, Gas inlet & Castor Wheels  |
| Power Supply            | : | 230V, Single phase, 50 Hz  |

#### HEPA Filter:

|            |   |  |
|------------|---|--|
| Media      | : | Ultra clean glass fiber paper – imported |
| Type       | : | Deep - Pleats                            |
| Separators | : | Fine corrugated aluminum foils           |
| Retention  | : | 0.3 Micron                               |
| Efficiency | : | 99.97%                                   |

#### PRE Filter:

|        |   |                                       |
|--------|---|---------------------------------------|
| Media  | : | Synthetic, non-woven polyester fibers |
| Casing | : | PU coated GI frame                    |

Retention : 10 - 15 Micro Efficiency : 90 %

Blower Assembly:

DIDW type blower system, which consists of dynamically & statically balanced aluminum centrifugal impeller driven by an single phase, 1440-RPM motor, enclosed in an PU coated GI casing suitably suspended in a pair springs & connected to the filter chamber through flexible canvas duct.

Material of Construction

The complete cabinet made of IS 304 Grade SS Construction with stain finish

Size : 3 x 2 x 2 FEET

**5. DEEP FREEZER SPECIFICATION:**

**CAPACITY:** 150 LIT **TEMPERATURE RANGE :** -17 TO -24 DEG C **SOLID DOOR,PUF INSULATION ENSURE LONG HOLDING TIME.**

| S.<br>No. | Item                                    | Company/<br>Make / Model<br>Number | Rate<br>Rs. / \$ |
|-----------|---|------------------------------------|------------------|
|           | 1. Vacuum Evaporator                    |                                    |                  |
|           | 2. Rotary shaker                        |                                    |                  |
|           | 3. Cooling Centrifuge with rotor heads  |                                    |                  |
|           | 4. Laminar Air Flow                     |                                    |                  |
|           | 5. Deep Freezer - As per Specifications |                                    |                  |

Date:

Signature of the authorized person &  
Company seal.

1) Please Quote the Price with make of the items, without make the tenders will not be considered.

2) The University is eligible for exemption of Central Excise Duty as per the Govt. Notification No. 10/97-Central Excise Dt. 01.03.1997. Hence the item price may be quoted separately (i.e.) Unit. Price & Taxes etc. only. The University will be given necessary exemption form for Central Excise. It is also eligible for customs duty exemption as per the Govt. Notification No.51/96 customs dt.23.07.1996.

3) The firm may be quoted the rate as per the tender specification, the rate quoted by the firm will be considered if it is only as per the tender specifications. If there is any deviation of specification from the tender specification, the tender will not be considered.

The Original tender form should be submitted to this office along with the tender schedule.

## TECHNICAL DATA

### THIRUVALLUVAR UNIVERSITY SERKKADU, VELLORE, 632 115

TENDER SCHEDULE FOR THE PURCHASE OF SCIENTIFIC EQUIPEMENTS (WITH ACCESSORIES) UNDER UGC-MRP PROJECT – FUND FOR THE DEPARTMENT OF BIOTECHNOLOGY, THIRUVALLUVAR UNIVERSITY

#### PROFILE OF THE COMPANY:

The Company should provide the following details.

1. Nature of the Organization :
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. Annual turnover for the previous three years :
5. Location of the factory with address :
6. Maintenance and service center facilities in  
Vellore /other areas and total number of  
Service Engineers available :
7. Name of the Government agencies /  
Educational Institutions to whom similar  
Machines have been supplied in the preceding  
One year :
8. Is your Company an original manufacturer  
of equipment and related Items? :  
If yes, state the specific items you manufacture
9. What type of Maintenance support does your :

Company provide for the Equipment

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

11. State whether you will agree to supply the :  
Equipment manuals, for items supplied

12. Other information, if any :

13. Payment particulars for E.M.D

(A) Number of Demand Draft enclosed :

(B) D.D. No. and Date :

(C) Name of the Bank :

(D) Place of Bank :

(E) Amount :

**SIGNATURE OF THE TENDERER WITH  
OFFICE SEAL AND DATE:**

***Please Note:***

- a. Equipment should be specified with full Technical Details and Brand Name of the product.
- b. The prices for all the items may be quoted in dollar (US \$) and in Rupees (INR) separately.
- c. All Equipments to carry Three years comprehensive Warranty.
- d. The complete schedule should be quoted in full.

## Appendix II

(To be executed by the Firms for the supply of machinery /equipment)

We, M/S \_\_\_\_\_ (hereinafter referred to as “Supplier” hereby contract and agree on the acceptance of our Tender by Thiruvalluvar University (hereinafter referred to as “purchaser”) in accordance with the conditions of contract stated below, the goods or materials hereunder named of the quality and of the sort and at the rate of price specified in the purchase order as Annexure ( I ).

### **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 during the warranty period and a total of 3 years including the warranty period covering the annual maintenance. 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, install and commission the equipment detailed at tender schedule after carrying out successfully all the tests prescribed by the purchaser at all inclusive price of Rs. \_\_\_\_\_ to the \_\_\_\_\_ before the specified date. The price offered is firm and is not subject to enhancement on any ground.
3. The price of equipment as detailed at Annexure includes excise duty, surcharges, sales tax, freight, octroi, insurance, installation and commissioning and such other levies that may be applicable.
4. The goods or materials to be supplied under this contract are to be of the quality and of the sort mentioned in the purchase order at tender schedule.
5. The goods or materials are to be delivered at the purchaser without any extra cost in such quantities or numbers contained in the purchase order enclosed as tender schedule 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. Documents such as operation manuals and circuit diagram and other relevant materials shall be provided by the Supplier along with equipment free of cost.
7. The goods sold under the agreement shall not be taken back. However, any replacement necessitated as part of warranty commitment shall be carried out by the Supplier and faulty parts / materials that arise out of such replacement shall be taken back by the Supplier within a reasonable time.
8. If the supply, installation and commissioning of the equipment are not effected before ..... weeks from the date of the purchase order, the purchase shall have the authority to cancel the order, to make 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 specification 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 other that shall be sufficient and satisfactory and any excess of cost so incurred by the Purchase 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 stipulated period, subject to force major conditions in force, Besides, such performance may entail block listing of the supplier.
11. (a) The materials or goods are to be guaranteed for a period of ..... months after installation and commissioning, against any manufacturing defect and poor workmanship. The warranty and after carrying out successfully the tests prescribed by the ..... (Purchaser) and installation in goods working condition.  
  
(b) If any manufacturing or other technical defect is found within ----- months from the date of installation, commissioning and handing over the Equipment to the Department the same will have to be rectified or replaced at free of cost by the Supplier.  
  
(c) During the warranty period, the supplier agrees to arrange for a back up Equipment at their cost, if due to manufacturing and other technical defects of the equipment supplied, the Equipments is down and if it is not restored in working condition within 48 hours. Otherwise the supplier shall be liable for a penalty of 1% of the break down period on the total contract price.  
(d) The warranty will cover all the materials goods supplied by the supplier under this contract irrespective of the fact whether these have been manufactured by Suppliers or not.
12. The post warranty AMC is payable once in a year after the date of completion of the warranty period in advance against invoices/bills to be preferred by the vendor. The vendor agrees to provide comprehensive maintenance of the Equipment, which shall include preventive maintenance and corrective maintenance at the location specified by the University. The maintenance shall also include replacement of all parts including consumables. The equipment which is down should be restored in good working conditions within 48 hours. Otherwise, the supplier shall be liable for penalty of 1% per week of the breakdown period on the total price of the Equipment. The University reserves the right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non-fulfillment of contract.
13. The total cost of the Equipment will be paid on installation, commissioning and handing over of the Equipment after testing and fulfilling the technical specifications. The testing that should be carried out, the commissioning of the Equipment supplied, and the satisfactory working of the Equipment are to be certified by the University.
14. The Supplier hereby agrees to get the refund of incentive, excise duty and proportionate Sales Tax from concerned authorities and pass it on to the purchaser, if the Government



or any other agency reduces the Excise Duty or Sales Tax or gives incentive of any type retrospectively after supplying the equipment, failing which action will be taken to recover the balance amount from the Supplier under the revenue recovery act or any other relevant act.

15. The supplier shall undertake to train adequate number of persons from the University free of cost on the operation and use of Equipment and utilities as per the training schedule to be worked out by mutual agreement.
16. The contract or any part share of interest in it, is not to be transferred or assigned by the Supplier directly or indirectly to any person whomsoever without the written consent of the Purchaser.
17. 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 by not limited to war declared, or undeclared, priorities and; quarantine restrictions.
  - (c) Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.
18. The tender notice dated \_\_\_\_\_ is enclosed along with the enclosures. The detailed final offer of the Supplier and the purchase order at Annexure respectively will form part of this contract. Wherever the offer conditions furnished by the supplier are at variance with conditions of the contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Supplier.
19. 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 to the purchaser at their respective addresses and self forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.
20. 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.
21. 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.

22. The Supplier agrees that in the event of non-fulfilment 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 whichever is greater.

For and on behalf of

**PURCHASER**

**SUPPLIER**

**Witnesses:**

1.

2.