



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

**RETENDER NOTIFICATION**

**Date.25.10.2017**

No.TVU/R/F4/KS/DST-SERB/Chemistry/Re-Tender/FTIR/2017

Sealed tenders are invited from the eligible Companies/Agencies for the supply of **FT-IR Spectrophotometer, Desktop Computer with Printer and UPS- 1 No** to the Dept. of Chemistry, 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 **25.10.2017 to 08.11.2017.**

**Registrar. i/c.**



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

**TENDER SCHEDULE**

The tender schedule is intended for the supply of:

1) FT-IR Spectrophotometer	- 1No.
2) Desktop Computer	-1 No.
3) Laser Printer (HP)	-1 No.
4) Numeric UPS (2 KeV)	- 1 No.

Scientific equipments to the Department of Chemistry, 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 08.11.2017 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)**.

**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. Tenderers should write the cost of the items only in the prescribed tender application which can be had from our university website. Enclosing a separate quotation along with tender application will lead to rejection of application. Incomplete tender application will summarily be rejected. Tenderer should sign in the tender document.

### **3. SUPERSSCRIPTION:**

The tender cover should be super scribed as **“Tender for supply of FT-IR Spectrophotometer, Desktop Computer with Printer and UPS–Under DST-SERB Project Fund, Department of Chemistry, ThiruvalluvarUniversity, Serkkadu,Vellore-632 115”.**

### **4. ELIGIBLITY 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.50** lakh 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 3years’** experience and focus in the related business, as on **31<sup>st</sup> March 2017**. 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 photo copy of such registration should be submitted along with the bid.
- e). Bidders should submit a) Income tax clearance certificate of last financial year with TIN 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.

#### **5. EARNEST MONEY DEPOSIT:**

1. Each tender should be accompanied by Earnest Money Deposit Rs.10,000/- (Rupees Ten Thousand only) by Demand Draft drawn in favor 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 therefore. The EMD of the Successful tenderer will be adjusted towards security deposit and will be returned only after the successful 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 Eighty 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 up to **3.00 P.M. on 08.11.2017** will be opened by the Registrar, or any other officer authorized by him on his behalf **at 4.00 P.M. 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 tenderer.

#### **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 favor 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 therefore.

**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 of 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.

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 CHEMISTRY, THIRUVALLUAR UNIVERSITY, SERKKADU, VELLORE -632 115.**

#### **Specification and Qualifications**

##### **1) FT-IR Spectrophotometer: – 1 No.**

The instrument must be Sealed and desiccated optical unit. Vibration isolated base plate having the following specification.

- Wavelength range : Must be 8,300  $\text{cm}^{-1}$  to 350  $\text{cm}^{-1}$
- Spectral resolution : Must be minimum 0.5  $\text{cm}^{-1}$
- Wavelength precision : 0.01  $\text{cm}^{-1}$  at 3,000  $\text{cm}^{-1}$
- Wavelength accuracy : 0.1  $\text{cm}^{-1}$  at 3,000  $\text{cm}^{-1}$
- Signal to Noise Ratio : 50,000:1 peak-peak, 1 minute
  
- Interferometer for fast scanning, self-compensating for dynamic alignment changes due to a tilt and shear, incorporating high-reflectivity..
- Long-life source with hot-spot stabilization. Must be User replaceable.
- Beam splitter : Multilayer KBr for the study of metal oxides and metal Halides
- Desiccant : Instrument must come with rechargeable desiccant cartridges with a visible desiccant lifetime indicator
- Instrument must have Atmospheric compensation to minimize effect of atmospheric water and CO<sub>2</sub> on the sample spectra without the need for reference or calibration spectra.
- Software : A single software platform incorporates all of the functions required for infrared analyses, Such as spectral comparison algorithm and Euclidean searching instrument control, data manipulation and analysis, and flexible report utilities, Spectral searching against commercially available or customer developed libraries
- Imported transmission accessories from Manufacturer itself to be quoted for powders and liquids like KBr die, KBr Powder, KBr Pellette Holder Universal demountable cell mount, rectangular spaces, rectangular cell window
- The instrument must have provision to attach the third party PIKE, SPECAC etc.. accessories ATR , HATR etc..
- Branded **Computer with i5** configuration, 500 GB Hard disk, 4 GB RAM with windows 7 or 8 professional original software ( Make Lenovo / HP/Dell) , **laser Printer (HP)**
- Users list must be provided along with quotation
- Warranty: 1 Year for the instrument
- Installation & demonstration: Free of Cost
- **2 KeV UPS**

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<b>S. No.</b>	<b>Item</b>	<b>Company/ Make / Model Number</b>	<b>Rate Rs. / \$</b>
1).	FT-IR Spectrophotometer- 1 No. (As per specification)		
2).	Desktop Computer (Make Lenovo/HP/Dell) (As per specification) - 1 No.		
3).	2 KeV UPS- 1 No.		
4).	Laser Printer (HP)- 1 No.		

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**  
**THIRUVALLUVARUNIVERSITY**  
**SERKKADU, VELLORE, 632 115**

TENDER SCHEDULE FOR THE PURCHASE OF SCIENTIFIC EQUIPEMENT  
UNDER SERB (DST) PROJECT FUND FOR THE DEPARTMENT OF  
CHEMISTRY, 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 may 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 are 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-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 whichever is greater.

For and on behalf of

**PURCHASER**

**SUPPLIER**

**Witnesses:**

1.

2.