



திருவள்ளூர் பல்கலைக்கழகம்
THIRUVALLUVAR UNIVERSITY
SERKKADU, VELLORE- 632 115.

TENDER NOTIFICATION

Sealed Tenders are invited for Annual Rate Contract for the procurement of chemicals, Bio-Chemicals- Glass wares, plastic wares, lab wares and filter paper for the year 2018-19 to Science departments of Thiruvalluvar University, Vellore and its constituent colleges.

The sealed tenders will be received upto 03.00 P.M. on 01.03.2018 by the Registrar, Thiruvalluvar University, Vellore - 632 115. The reference number and date of this office letter received should be noted in RED INK on the cover to be sent to above address. The tender should be superscribed as **“Sealed Tender for Annual Rate contract for the procurement of Chemicals, Bio-Chemicals, Glasswares, Plastic wares, lab wares and filter paper for the year 2018-19”**.

The “Tender document” can be downloaded from the Thiruvalluvar University website (www.thiruvalluvaruniversity.ac.in) (1) **Rs.3000/-** towards Tender Cost by way of Demand Draft obtained from any nationalized bank payable at Vellore in favour of **“The Registrar, Thiruvalluvar University, Vellore”** and (2) **Rs.360/-** towards GST for Tender cost by the way of Demand Draft drawn in favour of **“The Assistant Commissioner (CT), Vellore (North)”** should be enclosed along with the tender in Cover-A. The sealed tender containing technical bid cover (Cover-A) will be opened on the same date at 3.30 P.M and the commercial bid (Cover-B) will be opened on the same day at 5.00 pm. (3) Earnest money deposit for **Rs.9,000/-** should also be enclosed along with tender documents by the way of Demand Draft in favour of **The Registrar, Thiruvalluvar University**, payable at Vellore. [As per G.O(MS) No.387 Finance (DPE) Department, Dt. 03.08.1998, SIDCO & NSIC registered units are exempted for Tender Document Cost, EMD & Security Deposit]

The Tenderers or their representatives (on submission of authorization letter) will be permitted to be present at the time of opening of sealed tenders.

REGISTRAR/c



Rs. 3000/-

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THIRUVALLUVAR UNIVERSITY
SERKKADU, VELLORE- 632 115.

TENDER SCHEDULE

1. INTRODUCTION:

1.1. This tender is for finalizing Annual Rate Contract for the procurement of Chemicals, Bio-Chemicals, Glassware's, Plastic wares, lab wares and Filter Paper for the Year 2018-2019 in Thiruvalluvar University, Serkkadu, Vellore, Tamil Nadu, India.

1.2. Applicability of Tamil Nadu Transparency in Tenders Act and Rules: This tender will be governed by the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 as amended from time to time.

2. DUE DATE AND TIME:

Sealed tenders are invited by the Registrar, Thiruvalluvar University, Vellore from manufacturing concerns or authorized dealers, for the Annual Rate Contract for the procurement of Chemicals, Bio-Chemicals, Glassware's, Plastic wares, lab wares and Filter Paper.

2.1 The cost of tenders document is fixed as **Rs.3000/-+Rs.360 GST**. The Tenderer shall bear all Costs associated with the preparation and submission of this Tender and the tender accepting authority will in no way be responsible or liable for these costs. The demand draft should be in favour of The Registrar, Thiruvalluvar University, payable at Vellore. [As per G.O (MS) No.387 Finance (DPE) Department, Dt. 03.08.1998 SIDCO & NSIC registered unit are exempted from the above fee]

2.2 The tenders should reach the Registrar, Thiruvalluvar University, Vellore, **on or before 01.03.2018 at 3.00 p.m.** The tender can be submitted on all working days up to the above closing date. Tenders received after the due date and time will be summarily rejected. In the event of this day being declared as a holiday, the tenders can be submitted up to 3.00 P.M. on the following working day.

2.3. The tender inviting authority will not be held responsible for any delay in the receipt of the Bank draft or any delay in the receipt of the document by the tenderer including loss of the document in transit or delay in obtaining any document/certificate or on any other account. No extension of the date and time for the submission of the documents will be given for any such delay.

2.4. The tender inviting authority may extend the due date for submission of tender by issuing an amendment in which case all the rights and obligations of the Tender Inviting Authority and the Tenderers previously subject to the original due date for submission will then be subject to the new date for submission.

3. ELIGIBILITY CRITERIA:

A) A tenderer will be eligible for tendering only if he satisfies the eligibility criteria as given below:

i) A tenderer should be a manufacturer possessing a valid manufacturing license/Registration from the competent authority for manufacturing the items quoted and should have at least three years' experience as on 31st March 2017. (Documentary evidence to be furnished).

OR

ii) The manufacturer should be an ISO:9001 certified company. (Documentary evidence to be furnished).

OR

iii) Authorized dealer/distributor can also bid with authorization from the Manufacturer. (Documentary evidence to be furnished). A manufacturer shall not authorize more than one dealer/distributor for participating in this tender.

OR

iv) In case a tenderer is participating as an authorized dealer/distributor, the manufacturer should satisfy the conditions mentioned at (a) and (b) above.

B) i) Should have a Tamil Nadu Value Added Tax Registration/central Sales Tax Registration. Copy of the Registration certificate should be enclosed.

ii) The Tenderer should be an Income Tax assessee. (Return filed should be enclosed).

iii) The tenderer should not have been blacklisted or debarred from participating in tenders by any Central/State Government agencies or autonomous bodies or universities/institutions. (An undertaking to this effect should be furnished).

iv) 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.

v) Conditional bids will be summarily rejected.

vi) Incomplete tender forms and the forms not supported by the required certificates will be rejected.

vii) 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.

viii) 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.

ix) The quantities indicated in the tender notifications are subject to modification if any at the time of placing order.

x) No advance payment will be made to the successful tenderer.

xi) 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.MODE OF SUBMISSION:

The tender shall be submitted as per the procedures and requirements stipulated herein.

a) 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. Incomplete tender application will summarily be rejected.

b) Tender submitted by telex, cable or fax will not be accepted and will be summarily rejected.

c) The leaflets, catalogues, etc., should be sent invariably so that a proper evaluation of the chemical/other materials offered can be done. The firm should submit one copy of latest printed price list without which the tender will not be considered.

d) The commercial bid should be neatly typed or hand written. Any deviation in the offer shall lead to rejection.

e) The tenderer who are supplying imported material, must be registered with the Ministry of Finance, Govt. of India.

f) The purchaser shall not be responsible for any postal delay in receipt of the offer. Any bid received by the Purchaser which does not fulfill the desired terms and conditions shall be rejected out rightly and no communication in this regard shall be sent. Delayed/Late bids will not be accepted, at any circumstances.

g) All the bids will be opened in the presence of bidders representatives, who, chose to attend the same as per the date and time specified in the Tender document.

h) This tender is based on **two-cover systems** i.e. Technical bid and commercial bid. Therefore, the tender shall be submitted in two parts viz. Cover A and Cover B.

Each part shall be placed in an independent sealed envelope and each part shall be superscribed as follows.

Cover-A : “TENCHANICAL BID COVER”

“TENDER FOR RATE CONTRACT FOR SUPPLY OF CHEMICALS, BIO-CHEMICALS, GLASSWARE, PLASTICWARE, LABWARE AND FILTER PAPER TO THIRUVALLUVAR UNIVERSITY.

Cover-B : “COMMERCIAL BID” COVER”

TENDER FOR RATE CONTRACT FOR SUPPLY OF CHEMICALS, BIO-CHEMICALS, GLASSWARE, PLASTICWARE, LABWARE AND FILTER PAPER TO THIRUVALLUVAR UNIVERSITY.

The contents of each of the two covers shall be as described in the subsequent clauses. For all other references, these covers will be referred to briefly as “Technical Bid Cover” and “Commercial Bid Cover”.

Both the covers i.e. Cover-A and Cover-B, shall be placed inside an outer cover and shall be superscribed as follows:

“TENDER FOR RATE CONTRACT OF CHEMICALS, BIO-CHEMICALS, GLASSWARE, PLASTICWARE, LABWARE AND FILTER PAPER

The sealed tender envelope shall be addressed to

**THE REGISTRAR
THIRUVALLUVAR UNIVERSITY
SERKKADU,
VELLORE-632115.
TAMIL NADU.**

The tender envelope shall carry the name and address of the Tenderer prominently with Phone No. / email ID / and FAX No.

The Technical Bid Cover (Cover-A) shall contain the following as per the sequence indicated below.

1.	Earnest Money Deposit (EMD) of Rs. 9000 (Rupees Nine Thousand only). Tender cost and GST (Rs.3000/- & Rs.360/-)
2.	Application form for Annual Rate Contract as per Appendix-2.
3.	Documentary evidence for payment of income tax (latest income tax return should be furnished)
4.	Letter of Tender as per Appendix-3.
5.	Documentary evidence of Tamil Nadu Value Added Tax Registration/Central Sales Tax Registration.
6.	Documentary evidence for ISO:9001 certified company.
7.	A copy of Manufacturing license/ Registration Certificate.
8.	The Manufacturer should enclose one copy of latest printed price list i.e., Catalogues.
9.	Authorization from Manufacturer in case of Authorized Dealers/ Distributors.

In addition to the above any document or certificates etc., mentioned anywhere in the tender document shall also be a part of the technical tender requirement.

The COMMERCIAL BID COVER (COVER-B) shall contain the Commercial Bid as per the format given in Appendix-4. The tenderer should quote the prices in form of the percentage of discount offered on catalogue prices for the year 2018-2019.

The tenderer shall not carry out any alteration in the format prescribed for Commercial Bid. The tenderer shall not enclose any other document or statement that will influence the price. In such an event, the tender inviting authority shall summarily reject the tender.

4.1. Signing of the Tender

The tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender shall be signed by the person or persons signing the tender. The tenderer shall enclose a certified copy of the power of attorney authorizing the signatory or signatories to sign the tender document. This certification shall be from the Managing Director or the Legal Manager of the firm.

The tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Authority, or as necessary to correct errors made by the tenderer, in which case such corrections shall be signed by the person or persons signing the tender.

5. General Instructions:

a) The tenderers are requested to go through the instructions, terms and conditions and specifications given in the tender. Failure to furnish all required information in every aspect will be at the tenderer's risk and may result in the rejection of the

tender. For any queries tenderer may contact The Registrar, Thiruvalluvar University, Serkkadu, Vellore-632115. TamilNadu.

b) Clarification on the tender:

A prospective tenderer requiring any clarification on the tender may request the Office of the Registrar, Thiruvalluvar University by a letter or by fax. Registrar, Thiruvalluvar University will respond in writing to any request for clarification in the tender.

c) **Amendments to the tender:**

i. Tender Inviting Authority may amend the tender wherever it is felt that such amendment is absolutely necessary.

ii. Amendment to tender may also be given in response to clarifications by prospective tenderers and it is solely the discretion of the Tender Inviting Authority. Any amendment to the tender will be uploaded on the website <http://www.thiruvalluvaruniversity.ac.in>. It is the responsibility of the tenderer to verify the amendments if any and get the amendment documents before the submission of the tender provided no such change could be effected 48 hours prior to the time fixed for opening of the tender.

d) The tender document is not transferable under any circumstances.

6. EARNEST MONEY DEPOSIT (EMD):

a). Each tender document should be accompanied by Earnest Money Deposit **Rs.9000/-** (Rupees Nine Thousand only) by Demand Draft obtained from any National/Scheduled bank and drawn in favour of the Registrar, Thiruvalluvar University, Vellore payable at Vellore. Any tender without the EMD will be considered as NON-RESPONSIVE and will be SUMMARILY REJECTED.

b) 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.

c) The above EMD held by the University will not earn any interest there for. Therefore, no interest will be paid on the EMD.

d) 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.

e) The EMD is liable to be forfeited, if:

i) The Tenderer withdraws his tender at any stage after the last date and time fixed for submitting the tender.

ii. The Tenderer on becoming successful, fails to furnish the required security deposit or sign the agreement, within the stipulated time limit.

7. 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 year 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.

8. OPENING OF TENDERS:

- a). The technical bid cover along with the tender will be opened by the Registrar, or any other officer authorized by him on his behalf **at 3.30 P.M. on 01.03.2018** in the presence of those tenderers or their representatives who may be present at the time of opening.
- b). 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.

- c). Cover-A containing “Technical Bid” shall be opened first.
- d). On opening the tender, the details such as name of the tenderer, address, EMD details etc., will be read out.
- e). Tenders found without the EMD or with an invalid EMD or insufficient EMD, will be summarily rejected. Unopened tenders will be returned to such tenderers. [Exempted for SIDCO & NSIC registered units]
- f). On verifying the EMD, the Technical bids will be examined to decide their service suitability for the said work. Tenderers whose Technical bids are not found acceptable will be advised of the same and their sealed covers containing the respective Financial Bids will not be opened. Their EMD will also be returned to them.
- g). Commercial bids of only those tenderers whose Technical bids are substantively responsive will be opened on the same day at 5.00pm.
- h). Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced.
- i). Any effort by a tenderer to influence the tender accepting authority, scrutiny /evaluation committee or its members in the processing of tenders or award decisions may result in the rejection of his tender.

9. CRITERIA FOR TECHNICAL EVALUATION

(Evaluation of Technical Bid)

- a). The tender accepting authority will determine whether the tenderer has fulfilled all the tender conditions as stipulated in the tender document and whether the tender is substantially responsive or not.
- b). A responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one:
 - i. Which affects in any substantial way the scope, quality or performance of the contract.
 - ii. Which in a substantial way is inconsistent with the Tender conditions, the tender accepting authority’s rights or the Tenderers obligations under the Contract, or
 - iii. Whose rectification would affect unfairly the competitive position of other Tenderers presenting substantively responsive Tenders.

c). Tenderers who have not fulfilled the tender conditions shall be a non- responsive tender and will not be taken up for further evaluation and Price bid opening.

d). To assist the examination, evaluation and comparison of Tenders, the tender accepting authority may at its discretion, ask any tenderer for clarification on his Tender. The request for clarification and the response shall be in writing or by fax but no change in the substance of the Tender shall be sought, offered, or permitted.

e). When a Tender fails to be responsive, it will be rejected by the tender accepting authority and may not subsequently be made responsive by correction or addition/withdrawal of the non-conforming deviation or reservation.

10. PRICE BID OPENING AND EVALUATION OF PRICE BID

a). The Tender Inviting Authority will then proceed with opening of Cover-B, i.e., “COMMERCIAL BID COVER” of those tenderers whose technical bid has been found substantively responsive. The opening of the “Commercial Bid Cover” will be done in the presence of those tenderers or their representatives who choose to be present. The Tender Inviting Authority will inform such tenderers in advance about the acceptance of their technical tender and the date and time of opening of the “Commercial Bid Cover”.

b). On opening of the “Commercial Bid”, the discount offered by the tenderer over listed price will be read over.

11. AWARD OF TENDER

a). The award of the tender shall be made strictly in accordance with the “Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and no deviation will be made.

b). Notwithstanding anything that is said herein, the Tender Accepting Authority reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of tender, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers on the grounds for the tender accepting authority’s action.

12. NOTIFICATION OF AWARD

a). The tenderer whose tender has been accepted will be notified by the Tender Accepting Authority, in writing.

b). Upon furnishing the security deposit by the successful tenderer or tenderers and upon signing the Agreement (Appendix-1 & 5). The EMD will be returned to the unsuccessful tenderer within a reasonable time period.

13. DISPUTES AND JURISDICTION:

Any legal disputes arising out of any breach of contract pertaining to this tender process shall be settled in the court of competent jurisdiction located within the town of Vellore in Tamil Nadu.

14. 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 1 & 5. Within fifteen days from the date of acceptance of the tender.
- b). The Successful tenderer shall execute an agreement in stamp paper of value not less than Rs.20/- soon after the supply order is issued.
- c). The expenses incidental to the executing of agreement shall be borne by the successful Tenderer.
- d). 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.

15. 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.

16. 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 manufactured 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.

i). Materials should be door delivered at Thiruvalluvar University, Serkkadu, Vellore-632115, Tamil Nadu.

j). Delivery must be made **within a period of 15-20 days** from the days from the issue the order either directly or through their dealer network unless otherwise specified.

k). If the suppliers fail to deliver the stores within the allotted delivery period as specified above, the Purchaser may procure goods or services similar to those undelivered upon such terms and in such manner as it deems appropriate from any other firm at the risk and cost of the supplier.

l). Part supply is normally not acceptable, but may be allowed on genuine cases, on written request only.

17. PAYMENT TERMS:

a). Payment will be made within 45 days from the date of delivery and acceptance by concerned Department/Section.

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.

Payment shall be made by Cheque or such other mode/electronic fund transfer offered by the Bank.

b). Appointment of Local Dealer/Stockiest:

The Manufacturers (OEMs)/Principals participating in the tender may furnish the name and address of their local distributor /dealer, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers/stockiest has been nominated by the Principal; the bills raised by them against our purchase order will be accepted.

Any addition and deletion of dealership/distributorship shall be intimated to the undersigned immediately on authorization of a new party.

c). Taxes& Duties

i. As per Govt. Notification No.10/97-CE dt 1st March 1997, Thiruvalluvar University, Vellore is exempted from Excise Duty for SCIENTIFIC / TECHNICAL INSTRUMENTS WHICH ARE USED FOR RESEARCH PURPOSE ONLY. We shall provide all the documents under this notification to enable you to clear the goods without payment of excise duty, whenever required. Please state clearly that this certificate is required.

ii. As per Govt. of India Notification 51/96 Customs dt 23rd July 1996, Thiruvalluvar University, Vellore is exempted from Custom duty for all research equipment. We shall provide all the documents under this notification to enable you to clear the goods without payment of Custom duty, whenever required. Please state clearly that this certificate is required.

iii. GST will be charged as applicable. Any statutory variation will be paid to supplier on documentary evidence. Kindly clearly indicate the percentage of GST applicable.

d). Loss, damage & shortage:

Thiruvalluvar University (Vellore) shall not be responsible for any loss, damages and shortage during transit. Payment shall be made for materials received in good condition only.

e). **General:**

i. A panel of suppliers/dealers will be selected for the Supply of Laboratory Chemicals, Labwares and Glasswares.

ii. The Tender Inviting Authority reserves the right to enter into parallel Rate Contract for similar items any time during the period of Rate Contract with one or more parties.

iii. The Rate Contract can be terminated at any time by giving one month's notice by either party.

iv. The stores so supplied will have to be of high quality & grade and in the event if chemicals are found to be of inferior quality, the supplier is liable to be suspended and banned from doing business in Thiruvalluvar University.

v. The acceptance of the offer will rest with the Thiruvalluvar University who reserves the right to reject/accept partially or wholly the tenders received, without assigning any reason.

vi. Mere submission of tender/proposal does not imply acceptance of the same at this end and the firms will be enlisted only after meeting the laid down qualifying parameters for which decision of the Tender Inviting Authority/Tender Accepting Authority shall be final and binding on the parties.

vii. Printed terms and conditions of the applicant on their quotation Form/Literature/ Letter etc. if any, will not be binding on us.

viii. Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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

TECHNICAL DATA

THIRUVALLUVAR UNIVERSITY SERKKADU, VELLORE, 632 115

TENDER SCHEDULE FOR ANNUAL RATE CONTRACT FOR THE PROCUREMENT OF CHEMICALS, BIO-CHEMICALS, GLASSWARE'S, PLASTIC WARES, LAB WARES AND FILTER PAPER FOR THE YEAR 2018-2019 PROFILE OF THE COMPANY:

The Company should provide the following details.

1. Nature of the Organisation :

2. Nature of the Organisation
(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 last 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**

Appendix 1

(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 nay 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-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.

Appendix-2

**APPLICATION FORM FOR ANNUAL RATE CONTRACT FOR SUPPLY
OF CHEMICALS, BIOCHEMICALS, GLASS WARES, PLASTIC WARES,
LAB WARES AND FILTER PAPER TO THIRUVALLUVAR UNIVERSITY
FOR THE YEAR 2018-2019**

S.NO.	VENDOR DETAILS	
1	Name and Address of the Manufacturer/Firm/Vendor (with Telephone /Fax/Mobile/email address)	
	Phone Number	
	Fax	
	E-Mail	
	Contact Person Name	
	Mobile Number	
2	Name and Address of the Local Authorized Dealer/Distributors	
	Phone Number	
	FAX	
	E-Mail	
	Contact Person Name	
	Mobile Number	
3	GST No. of the Firm/Dealer (copy to be enclosed)	
4	PAN No. of the Dealer (Copy to be attached)	
5	EMD (DD No., Date & Amount and issuing Bank)	
6	Name of the University/Government Institutes having similar Annual Rate Contract/Orders(attach copies)	

1. We hereby declare that all the particulars given in this application are true and complete to the best of our knowledge and belief and we will produce all the relevant documents promptly, if necessary or as and when asked for by Thiruvalluvar University, Vellore. We understand that information provided by us will serve as Prequalification Criteria for enlistment on ANNUAL RATE CONTRACT and in the event of any information being found false or incorrect or ineligibility being detected even after the approval of Rate Contract our contract may be cancelled and all our claims may be forfeited by the Thiruvalluvar University, Serkkadu. We have read and understood all the terms and conditions of ANNUAL RATE CONTRACT and we fully agree to it.

2. We also declare that we will not sell our products at a lesser price to other parties than those supplied to Thiruvalluvar University and in the event of happening of such situation, we will be bound to refund the difference and our enlistment may be cancelled at the discretion of Thiruvalluvar University.

3. We also undertake that all the terms such as Product Range, Price, Discount, Delivery/other charges, Terms of Payment and also the name/s of the Dealer/ Distributor will remain unchanged during the contract period and no alteration will be done without your official approval. However, we will promptly change our distributor/supplier if a request/complaint is received from your end with regard to this effect due to any reason.

Date :

Signature

Place :

Name:

Designation:

Seal of the firm:

Appendix-3

TENDER FOR RATE CONTRACT FOR THE SUPPLY OF CHEMICALS, BIO-CHEMICALS, GLASSWARES, PLASTIC WARES AND LABWARE TO THIRUVALLUVAR UNIVERSITY

LETTER OF TENDER

To
The Registrar,
Thiruvalluvar University, Thiruvalluvar Nagar,
Vellore – 632115.

Sir,

Sub: Tender for Rate Contract for the Supply of Chemicals, Bio- Chemicals, Glasswares, Plasticwares and Labware to Thiruvalluvar University for the year 2018-19.

- 1) I/We, the undersigned do hereby tender and undertake to Supply of Chemicals, Bio-Chemicals, Glasswares, Plasticwares and Labware to Thiruvalluvar University in strict accordance with and subject to the terms and conditions set forth or mentioned in the Tender documents and appendices.
- 2) I/We have gone through the instructions in the tender and carefully read all the conditions of tender and agree to abide by all the conditions mentioned there in.
- 3) I/We hereby state that I/we have remitted Rs. 9000/- (Rupees Nine Thousand only) in the form of Demand Draft/Bankers Cheque No. ----- Dated : ---
----- drawn on ----- Bank ---
-----Branch, in favour of the Registrar, Thiruvalluvar University as Earnest Money Deposit and agree to have it forfeited to the Thiruvalluvar University in case of my / our failure to supply the chemicals.
- 4) I/We hereby certify that the percentage of discount offered on catalogue price is final and I/We will not come forward for any revision or alteration in rates quoted subsequently due to hike in prices or any other reasons. However I/we are aware of the university's right to negotiate the discount rate while evaluating the tender.
- 5) I / We confirm that our Tender is in conformity with the technical specifications and commercial terms & conditions as stipulated in the Tender Document and without any deviations whatsoever. I am/We are aware that our Tender is liable for disqualification in the event of technical and commercial deviations observed by the Tender Accepting Authority at a later date during the process of evaluation of our Tender.

6) I / We further declare that the information and documents furnished in the Tender submitted by us are correct and genuine. I am / we are aware of the Tender Inviting Authority's right to forfeit the Earnest Money Deposit and / or Security Deposit and blacklisting me/us if, any information furnished by us proved to be false at the time of inspection and not complying with the tender conditions.

7) I / We state that I / We have not been blacklisted or debarred from participating in tenders by any Central / State Government agencies or autonomous bodies or universities/institutions.

8) In the event of my / our tender becoming successful, I/We undertake and agree to forward to the Registrar, Thiruvalluvar University in (15) fifteen days, after the notification of the acceptance of this Tender has been received by us.

9) We undertake and agree that we will not withdraw this Tender during the period that will be required for intimation of acceptance or non- acceptance as stipulated in the Tender document. If I / we do so withdraw, I/we shall forfeit the Earnest Money Deposit to Thiruvalluvar University. I/We agree to execute at our cost the Agreement in (15) fifteen days after the notification of the acceptance of our Tender has been received by us. In the event of our failing to make the Security Deposit or to execute the Agreement in the said manner, the Earnest Money Deposit accompanying this Tender shall be forfeited to the Thiruvalluvar University and this concluded Contract shall in such case be considered as having been cancelled or terminated and I / we agree to be liable, irrespective of the forfeiture aforesaid for all damages, losses, costs, charges and expenses arising from or by reason of such failure and arrangements.

As witness our hand this.....day of.....of 2018.

Signature of the Tenderer:

Name & Address:

Company Seal:

Appendix-4

COMMERCIAL BID

1	Percentage of Discount offered on Catalogue prices for the Year 2018-2019 (Both in figure and words)	
2	GST charged on the price to be mentioned whether inclusive or extra.	
3	Delivery Period	15-20 days
4	Delivery of Materials	Door delivery at Thiruvalluvar University, Serkkadu, Vellore.

Signature

Name:

Designation:

Seal of the firm:

Appendix – 5

FORMAT OF CONTRACT AGREEMENT

THIS AGREEMENT made on the day of 2018 between The Registrar, Thiruvalluvar University, Serkkadu, Vellore – 632115. (herein after “the Purchaser”) of the one part and (Name of Supplier) of (Address of the Supplier) (herein after called “the Supplier) of the other part:

WHEREAS the Purchaser is desirous of procuring Chemicals, Bio- Chemicals, Glasswares, Plasticwares and Labwares as per this tender and has accepted a bid by the Supplier for the supply of Chemicals, Bio-Chemicals, Glasswares, Plasticwares and Labwares to Thiruvalluvar University. The percentage of discount offered by the Supplier on the catalogue prices for the year 2018-2019 (percentage in words.....).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Tender referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form, be read and construed as part of this Agreement, viz;

- a) The letter of Acceptance issued by the purchaser.
- b) The Notice Inviting Tender.
- c) The supplier’s bid including enclosures, appendices, documents, Price Catalogue etc.
- d) The Tender Document including various Terms and Conditions. e) Any other document listed in the Tender document.

3. In consideration of the payments to be made by the Purchaser to the Supplier within 45 days from the date of delivery and acceptance by concerned department/ section.

4. The Annual Rate Contract shall remain valid for minimum period of one year from the date of award of contract.

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

Signed, Sealed and Delivered by the Said (For the Purchaser) in the presence of

Signature

Name Address

Signed, Sealed and Delivered by the Said (For the Purchaser)

In the presence of

Signature :

Name Address :