



**THIRUVALLUVAR UNIVERSITY**  
Serkkadu, Vellore – 632 115

**E-TENDER NOTIFICATION (RATE CONTRACT BASIS)**

**E-Tender Notification No: TVU/R/COE/OMR Answer Booklet/Nov-Dec-2023 Examination/2023 /8475,  
Dated:19.09.2023**

**DATED: 20.09.2023**

**Inviting E-Tender for Printing and Supply of Bar Coded and QR Coded OMR Answer Booklets With Personalized Data – Total - 44 Pages .** The details of the eligibility conditions, Scope of Work, terms and conditions are prescribed in tender document, which can be downloaded from <https://tntenders.gov.in> and [www.tvu.edu.in](http://www.tvu.edu.in)

**e-Tender ID: 2023\_HE\_371522\_1**

**Critical Dates:**

<b>Media Publish Date</b>	20-Sep-2023 02:00 PM		
<b>Published Date</b>	20-Sep-2023 02:00 PM	<b>Bid Opening Date</b>	06-Oct-2023 04:00 PM
<b>Document Download / Sale Start Date</b>	20-Sep-2023 02:00 PM	<b>Document Download / Sale End Date</b>	05-Oct-2023 03:00 PM
<b>Clarification Start Date</b>	20-Sep-2023 02:00 PM	<b>Clarification End Date</b>	05-Oct-2023 02:00 PM
<b>Bid Submission Start Date</b>	20-Sep-2023 02:00 PM	<b>Bid Submission End Date</b>	05-Oct-2023 03:00 PM

\*The University reserves the right to reject any or all the tenders without assigning any reasons thereof.

**REGISTRAR i/c**

# THIRUVALLUVAR UNIVERSITY

(State University Accredited with "B" Grade by NAAC)  
SERKKADU, VELLORE – 632 115.



**E-Tender Notification No: TVU/R/COE/OMR Answer Booklet/Nov-  
Dec-2023 Examination/2023/8475, Dated:19.09.2023**

## **E-TENDER DOCUMENT (RATE CONTRACT BASIS)**

**For**

**INVITING E-TENDER FOR PRINTING AND SUPPLY  
OF BAR CODED AND QR CODED OMR ANSWER  
BOOKLETS WITH PERSONALIZED DATA –  
TOTAL - 44 PAGES**

**E-Tender Notification No: TVU/R/COE/OMR Answer Booklet/Nov-Dec-2023  
Examination/2023/ 8475, Dated:19.09.2023**

Dated: **20.09.2023**

**INVITING E-TENDER FOR PRINTING AND SUPPLY OF BAR CODED AND QR CODED OMR ANSWER BOOKLETS WITH PERSONALIZED DATA – TOTAL - 44 PAGES- (RATE CONTRACT BASIS) OF THIRUVALLUVAR UNIVERSITY**

E-Tender Notification No.	<b>No.TVU/R/COE/OMR Answer Booklet/Nov-Dec-2023 Examination/2023/8475, Dated:19.09.2023</b>
Name of the work	Printing and Supply of Bar Coded and QR Coded OMR Answer Booklets with Personalized data - Total - 44 Pages – (Rate Contract Basis)
Price of the e-Tender Document*	Free of Cost
EMD*	<b>RTGS/NEFT for Rs. 1,00,000 /-</b> The Registrar, Thiruvalluvar University - payable at Vellore. Or amounts shall be remitted in our University savings bank a/c no. 248401000000001, IOB, Serkkadu, IFSC Code IOBA0002484
Published Date	<b>20.09.2023 at 14 .00 hrs</b>
Document Download / Sale Start Date	<b>20.09.2023 at 14 .00 hrs</b>
Clarification Start Date	<b>20.09.2023 at 14.00 hrs</b>
Bid Submission Start Date	<b>20.09.2023 at 14 .00 hrs</b>
Bid Opening Date	<b>06.10.2023 at 16 .00 hrs</b>
Document Download / Date	<b>20.09.2023 at 14 .00 hrs</b>
Clarification End Date	<b>05.10.2023 at 14 .00 hrs</b>
Bid Submission End Date	<b>05.10.2023 at 15 .00 hrs</b>
Address for Communication and Contact Details	The Registrar Thiruvalluvar University, Serkkadu, Vellore-632 115. Phone: 0416 - 2274746 email- <a href="mailto:registrartvu@gmail.com">registrartvu@gmail.com</a> <a href="http://www.tvu.edu.in">website: www.tvu.edu.in</a>

**NOTE:**

Conditions for participating in the tender and the tender document are available at <https://tntenders.gov.in> which can be downloaded at free of cost. The tenderer shall keep a watch over the web site (e-procurement Portal) till the preceding date of tender for any notifications

It is the bidders responsibility to ensure that the EMD'S deposited before the prescribed time in the EMD deposit account as mentioned above to avoid tender rejection the contractor should assure that the deposited amount should be credited in the university account before the due time &date.

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## ***INSTRUCTION TO TENDERERS FOR SUBMISSION OF TENDER***

### ***1. GENERAL INSTRUCTION***

- i. Every effort has been made to provide comprehensive and accurate background information, requirements and specifications in this Tender.
- ii. The Bidders are required to familiarize the instructions, terms and conditions and specifications given in the Tender.
- iii. The Bidder shall be deemed to have been fully satisfied itself before Bidding as to the correctness and sufficiency of its Bids for the Contract and Price quoted in the Bid to cover all obligations under this Tender.
- iv. It shall be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments; time schedule to the Contract awarded under this Tender shall be entertained by **UNIVERSITY** on account of failure by the Bidder.
- v. Failure to furnish all required information in every aspect shall be at the Bidder's risk and may result in the rejection of Bid.
- vi. Bid with conditions other than those specified in the Tender document is liable to be summarily rejected. No modification by the Bidder in any of the conditions shall be permitted.
- vii. No commitment of any kind, contractual or otherwise shall exist unless and until Letter of Acceptance is issued as per the terms and conditions of the tender.
- viii. It shall be imperative for each Bidder(s) to familiarize itself with the prevailing legal situations for the execution of Contract **UNIVERSITY** shall not entertain any request for clarification from the Bidder regarding such legal aspects.

- ix. It must be clearly understood that the Terms and Conditions, specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder shall be permitted throughout the period of Contract.
- x. The Contractor shall make all arrangements as part of the Contract to supply, install, commission and train the beneficiaries at various locations at their own cost and transport.
- xi. The Contractor shall be fully and completely responsible to **UNIVERSITY** and the End User for all the deliveries and deliverables.
- xii. The Contractor and the OEM of the Item offered are jointly and severally responsible for the product specifications and its performance as required in the Tender document.
- xiii. Any Bidder who is blacklisted by UNIVERSITY or any State or Central Government or its agencies shall not be eligible to bid for the Tenders of UNIVERSITY. Bidder shall give an undertaking in this regard.
- xiv. In case Bidder conceals any fact that materially affects the tender, the bid will be summarily rejected.
- xv. In case any show cause notice has been issued by UNIVERSITY for poor performance to any of the bidder, then UNIVERSITY reserves the right to disqualify the bid submitted by such Bidder.
- xvi. **Bidders should enclose a Certificate declaring that None of their Family Members are working in Thiruvalluvar University, Vellore (.pdf)**

- xvii. Incomplete / Not clear / bids shall be rejected.
- xviii. Bidders should submit their bids in **two bids system through online in prescribed format only.**

**a. Technical Bid:**

Technical bid shall be submitted along with self attested scanned copies of necessary documents in **.pdf** format such as GST Registration Certificate / Brochure/ Pamphlets of the article in PDF format only.

**b. Financial Bid: BoQ**

- i. **In .xls format only (Excel Format).**
  - ii. **Rate per unit** should be mentioned
  - iii. All rates quoted should be in **Indian Rupees (INR)** only.
- xix. The rate should not be mentioned as **'0'** in any cells of the **BOQ**. The activities regard damaging **BOQ** won't be allowed and the supplier will be blacklisted.
- xx. The OMR Answer Booklets have to be supplied based on the demand of the University, irrespective of the quantity, at the **fixed rate** quoted by the tenderer in the **BOQ**.
- xxi. **The rates quoted shall be valid for 1 year** from the date of execution of agreement by the Tenderer.
- xxii. For any **Corrigendum and addendum** please check the above website.

## ***2. SUPPLY AND INSTALLATION OF EQUIPMENT:***

- i. The Materials, Goods & Services 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 equipment's and carrying out successfully the tests prescribed by the University to its satisfaction.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.



- vii. 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.
- viii. The University will not be held responsible for any consequences arising out of patent right problems.

### ***3. BIDDING DOCUMENTS/ CLARIFICATIONS AND QUERIES TO THE TENDER***

1. The Bidder is expected / advised to go through the tender documents and understand all instructions, forms, terms, scope of the work and specifications in the tender documents. The tender shall be submitted as per the procedure and requirements stipulated herein Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in rejection of the bid. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if the Forms/Proforma in the tender are not fully furnished.
2. A prospective Bidder requiring any clarification in the Tender shall notify University through email regarding For the Technical Eligibility and other Tender Conditions to [registrartvu@mail.com](mailto:registrartvu@mail.com) in the following format (in spread sheet file) only.

Tender Reference						
Name of Company					Mobile No.	
Contact Person					Email ID	
S. No	Page No.	Clause No.	Title of the Clause	Description of the Clauses as per Tender Document	Clarification/ Amendment Sought	Reason for requesting The amendment

- The responses to the queries shall be notified in the website <https://tntenders.gov.in> by means of Addendum/Corrigendum to the Tender Document and shall form part of the Tender document.
- Inputs/Suggestions/Queries/Clarifications submitted by Bidder shall be given due consideration. However, it is not mandatory for UNIVERSITY to accept or communicate the response to any of
- The Bidder' Inputs/suggestions/queries/clarifications.

#### **4. NON -TRANSFERABLE BID**

The tender document is not transferable.

#### **5. REJECTION OF BID**

The Thiruvalluvar University Vellore reserves the right to accept /reject / release or relax any or all or part of the bids received on the due date without assigning any reason whatsoever

#### **6. EARNEST MONEY DEPOSIT (EMD)**

- i. EMD amount as specified in the Tender Schedule shall be paid electronically through their respective internet banking enabled account via NEFT/RTGS to the account mentioned in the Tender Schedule.

- ii. Documentary proof of having deposited the EMD shall be submitted under Technical Bid.

In the case of EMD charges paid in advance by the Bidder, but due to some reasons the Bids could not be uploaded, EMD charges paid earlier shall be refunded by applying through a letter of request to Thiruvalluvar University with necessary proof **(.PDF)**

- iii. If the Successful Bidder fails to act according to the Tender conditions or backs out or fails to accept the LOA, after the Tender has been accepted, the EMD shall be forfeited by Thiruvalluvar University.
- iv. If the Successful Bidder fails to remit the Security Deposit, or sign the Contract the EMD remitted by them shall be forfeited by Thiruvalluvar University and the Tender submitted by the Bidder shall be held void.
- v. The Earnest Money Deposit (EMD) of the Successful Bidder shall be returned when the Successful Bidder furnishes the required Security Deposit and after confirmation of the genuineness of the Bank guarantee from the issuing Bank in case of Bank Guarantee.
- vi. EMD of the unsuccessful Bidder shall be returned after Signing of Contract with the Successful Bidder. The EMD amount held by Thiruvalluvar University till it is refunded to the Successful Bidder/Unsuccessful Bidder shall not earn any interest thereof for any reason whatsoever.

- vii. Bidder with valid **MSME certificate** on the date of opening of Bids is exempted from the Payment of EMD. Copy of the MSME certificate shall be submitted in the Technical Bid. **Udyam Registration Number** certificate should broadly cover the Equipment/Service called for in the Tender.

### **7. SIGNING OF BIDS**

7.1. All crucial documents have to be duly signed. Not signing may lead to rejection of the Bid.

7.2. All the documents uploaded shall be authenticated by digital signature.

7.3. The Bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrections shall be counter signed by the Authorized person with date.

### **8. COMPLETENESS OF BIDS**

The bid shall be summarily rejected if all or any of the above documents mentioned in the Annexure are not enclosed.

### **9. ERASUERS OR ALTERATIONS**

9.1. Offers containing erasures or Alterations shall not be considered. There should be no Handwritten Material, corrections or Alterations in the offer. Technical details must be completely filled in. Filling up of the Technical Detail Form using terms such as **“OK”, “Accepted”**. **“Noted”, “As given in brochure/Manual” is not acceptable**. The *Tendering Authority* may treat offers not adhering to these guidelines as unacceptable.

## **10. DEADLINE FOR SUBMISSION OF BIDS**

10.1. For Submission of tender, tenderer must complete the bid submission stage as per schedule of the tender. The tenderers should ensure that their tender is submitted before the expiry of the scheduled date and time. In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids shall be received up to the appointed time on the next working day.

10.2. The Tendering Authority may, as its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and Bidders subject to the deadline shall thereafter be subject to the deadline as extended.

## **11. LATE BIDS**

No delay on account of any cause will be entertained, and University shall not be responsible for that and any grievance regarding this shall not be entertained.

## **12. AMENDMENTS TO THE TENDER**

12.1. University may amend the Tender document as per requirements or wherever University feels that such amendments are absolutely necessary. Amendments also may be made in response to the queries by the prospective Bidder.

Corrigendum/addendum if any shall be notified in <https://tntenders.gov.in>.

12.2. The Bidder shall periodically check for the Corrigendum/addendum or information in the websites till the closing date of the Tender. UNIVERSITY shall not make any individual communication to the bidders and shall in no way be responsible for any ignorance pleaded by the Bidder.

12.3.No clarifications would be offered by UNIVERSITY within 48 hours prior to the due date and time for opening of the Tender.

12.4. UNIVERSITY at its discretion may or may not extend the due date and time for the submission of Bids on account of Corrigendum/addendum.

12.5.UNIVERSITY is not responsible for any misinterpretation of the provisions of this Tender document on account of the Bidder's failure to keep them updated of the Bid documents on changes announced in the website.

### ***13. LANGUAGE OF THE BID***

13.1. The Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the Bid, the translation provided by the Bidder shall govern. Bids received without such translated copies may be rejected.

### ***14.BID CURRENCY***

14.1.Price shall be quoted in **Indian Rupees (INR)** only and payment shall be made in Indian Rupees only.

14.2. The Contractor shall be solely responsible for payment of remuneration to the employees employed for the performance of the obligations and to comply with the Rules and Regulations as laid down in Payment of Wages

Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Employees State Insurance Act, 1948, Contract Labour (Regulation and Abolition) Act, 1952, Payment of Bonus Act, 1965, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Shops and Establishment Act, Factories Act, 1948 and all the applicable Laws from time to time. Any consequences arising due to non-compliance of the provisions as specified above shall be the sole responsibility of the Contractor. The relationship between the parties is on principal to principal basis and cannot be construed as partnership, agency, delegations or contract labour, etc.

#### ***15. LETTER OF AUTHORISATION***

15.1. Letter of Authorization or Power of Attorney from the Board of Directors/Competent authority shall be submitted in the Technical Bid, failing which the Bids shall be summarily rejected.

#### ***16. TENDER VALIDITY***

1. The offer submitted by the Bidder shall be valid for initial **period of One Year from the date of opening of Tender.**

2. The validity of the Bids shall be **extended up to One Year** when extension is sought.

#### ***17. CONTACTING TENDER AUTHORITIES***

17.1. Bidder shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award.

17.2. Any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority or Tender Scrutiny Committee shall be a sufficient reason to disqualify the Bidder.

17.3. Notwithstanding anything mentioned above, the Authority may seek bonafide clarifications from Bidder relating to the Tenders submitted by them during the evaluation of Tenders. The bidder is bound to furnish the clarification sought by UNIVERSITY and failure to do so may lead to summary rejection of the tender.

### ***18. CORRUPT, FRAUDULENT PRACTICE / AND MISREPRESENTATION***

18.1. The Tendering Authority requires that the bidders/suppliers/contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts.

18.2. For the purposes of this provision, the terms defined for CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION will be as per Law.

18.3. The Tendering Authority shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

18.4. The Tendering Authority shall declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.



## **19. PERFORMANCE SECURITY/ SECURITY DEPOSIT AND SIGNING OF CONTRACT**

19.1. Within **Ten (10) days** of the receipt of notification of award from the Tendering Authority, the successful Vendor shall furnish the **Performance Security/ Security Deposit** in accordance with the Conditions of Contract, in the performance security/ Security Deposit form provided in this document or in another form acceptable to the Tendering Authority.

19.2. The Security Deposit, **not exceeding the 5% of the value of the order**, shall be the form of a Bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Tendering Authority in the form provided in the bidding documents.

19.3. The Performance Security/ Security Deposit shall be discharged by the Tendering Authority and returned to the Vendor within **Thirty (30) days** after the expiry of the contract period/extension period.

19.4. The successful bidders should enter in to a contract by signing agreement within the period specified by the Tendering Authority without fail. Failure of the successful bidder to sign the contract, proposed in this document (Conditions of Contract) and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Tendering Authority may make the award to another bidder or call for new bids.

## **20. BINDING CLAUSE**

**20.1.** All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

**20.2. The Tendering Authority, reserves the right:-**

**20.3.** To vary, modify, revise, amend or change any of the terms and conditions in this Bid, To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) are any obligation to inform the affected bidder(s) of the grounds for such decision.

**21. CONDITIONAL TENDERS**

Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

**22. INTERPRETATION OF THE CLAUSES**

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

**23. FINANCIAL AND LEGAL LIABILITY**

The Vendor shall be solely responsible for any financial issues arising out of the result of this Contract. Any financial loss to Thiruvalluvar University Vellore., due to faulty work as a result of this tender, shall be sole responsibility of vendor and he has to fulfill all claims arising out of this problem.

**24. INDEMNITY**

24.1.The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred interalia during and after the contract period out of:-

24.2.Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or incidental to this contract or Any breach of any of the terms of this contract by all Vendors or any sub-contract or third party.

## **25.COMMERCIAL TERMS**

### **PAYMENT SCHEDULE**

- i. **No advance payment will be made.**
- ii. The schedule of payment shall be as follows:
  - (a) The terms of payments for the purchase of items: 100% of the total cost of **Goods/Works/Service's** will be paid on Supply & commissioning and handing over of the same after testing all the technical specifications and certified by the COE/Registrar Thiruvalluvar University, Vellore concerned for releasing the payment.
  - (b) The terms of payments for work: 100% of payment will be paid after completion of the work and the same after testing all the technical specifications/measurement and certified by the COE/Registrar Thiruvalluvar University, Vellore concerned for releasing the payment.
- iii. The office of The REGISTRAR Thiruvalluvar University Vellore will deduct Income Tax and other statutory taxes at Source as applicable from time to time.
- iv. For claiming this payment the following documents are to be submitted to the Purchaser.
  - Invoice duly pre-receipted
  - Delivery Challan / Bills in duly pre-receipted.
  - Thiruvalluvar University **GST No. 33AAAJT1886B1Z9** should be mentioned in the Invoice
- v. No payment will be made for goods/works rejected at the site on testing. Also, no payment will be made for rejected items/incomplete work, which do not confirm to the specifications/measurement stipulated.

## **26. PENALTY**

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

## **27.SUSPENSION OF WORK**

27.1.The Service Provider shall, if ordered in writing by the tendering authority for non- performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the

Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Service Provider, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Service Provider, and lasts for a period of more than 2 months, the Service Provider shall have the option to request the tendering authority to terminate the Contract with mutual consent.

## **28. TERMINATION**

- i. The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part:-
  - If the Vendor fails to deliver any or all of the Goods or Services/Works within the period(s) specified in the Contract,
  - If the Vendor fails to perform as per the Quality standards and as per the “**Scope of the Work**”.
  - If the Vendor, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in Executing the Contract. For the purpose of this clause the definition for corrupt practice and fraudulent practice shall be as per the law.
- ii. The Tendering Authority may also at its sole discretion accept full or part work and also reserves the right to delete any items from the scope of the work.
- iii. The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice sent to the Vendor, without assigning any reason may terminate the Contract in whole or part, if the tendering authority satisfies that the services of the Vendor are no more required or Vendor is not executing its services properly.

- iv. If the Vendor after submission of Bid and due acceptance of the same ie. after placement of order fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to forfeit the EMD, invoke performance security deposited by the firm and get the work done from other vendor at the risk and consequences of the first vendor. The cost difference between the alternative arrangements and vendor's bid value will be recovered from the firm along with other incidental charges including transportation, taxes, etc. in case tendering authority is forced to work done through alternative sources and if the cost is lower, no benefit on this account would be passed on the vendor.
- v. The tendering authorities may be terminate contract if complete confidentiality is not maintained of this work and records relating to the work
- vi. In case of failure by the bidder to carry out the job in accordance with provisions of the contract and as per the Scope of the Work, the tendering authority will have right to cancel the contract and award it to any other vendor and any loss sustained thereby will be recoverable from the first vendor.

### ***29.RESOLUTION OF DISPUTES***

- i. The Tendering Authority and the Vendor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.
- ii. If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Vendor have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the mutual consent. All arbitrations shall be held in Vellore.
- iii. If arbitrator fails to settle the matter, the matter shall be referred to the competent court of law having jurisdiction at Vellore only.

### **30. APPLICABLE LAW**

The contract shall be interpreted in accordance with appropriate Indian laws.

### **31. TAXES AND DUTIES**

The Vendor shall be entirely responsible for all taxes, duties, license fees, road permits etc. No increase in the rates shall be allowed during the period of the contract. However, a cost escalation request shall be considered at the sole discretion of the Tendering Authority at the expiry of a year of the successful completion of the contract keeping in view the general escalation of cost of the raw material / service as per the prevalent market situation

### **32. NOTICES**

- 32.1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address
- 32.2. A notice shall be effective when delivered or on the notices effective date whichever is later. For the purposes of all notices by the Vendor to the Tendering Authority on change address if informed in writing, these shall be sent to the Tendering Authority by the Vendor at the address mentioned in the Letter of Award –(LoA)

### **33. ELIGIBILITY CRITERIA**

- i. The following are the mandatory requirements and must be fulfilled by the bidder for consideration, failing which the bid may be rejected.
- ii. The bidder should be a registered firm dealing with **Printing and Supply of Bar Coded /QR Coded of OMR Answer Booklet. (.pdf)**
- iii. The intending firm should have **minimum 03 years of experience** in similar type of work having **annual turnover of minimum ₹2.0 Crores (Two Crore)**. To this effect, the intended firm shall submit audited statement of Accounts duly signed by the chartered firm and proof of successful work execution certificate from the organizations in which the work had been executed. Last **three financial years i.e., 2020-21, 2021-22 and 2022-23 (.pdf)**
- iv. The Registered firm should have its own Printing Press with adequate Infrastructure and experienced manpower for execution of the work. **(.pdf)**
- v. The bidder must **not have been blacklisted** or have any instances of forfeiture of any amount - EMD or otherwise - for inability to perform their duties by any government (central or state) universities, undertakings, institutions or departments. **The Bidder should provide a self- declaration (.pdf)**
- vi. The Bidders should have registered office or Branch office within **Tamilnadu.**
- vii. The bidder should be registered under GST and should submit the GST certificate, PAN Card copy and 3 years ITR's. **(.pdf)**
- viii. The documentary evidence **(At least Three mandates in OMR Booklet with Bar-coded and QR- Coded Printed Work)** in form of work orders, contract, agreements or client report must be enclosed from the client **(.pdf)**



### **34. Rate Contract Period**

a) The Rate Contract shall be valid for a period of **One Year** from the date of signing of Contract or agreement.

b) The Contract shall be extended for further periods as mutually agreed by University and the Contractor at the same Terms and Conditions including Price. The Successful Bidder should keep the Price firm during the period of Contract including the period of extension of time, if any.

### **35. Execution of Purchase/Work Order**

- i. Purchase/Work order shall be issued in full or in parts throughout the period of Contract.
- ii. The University reserves the right to modify the scope or the quantity in the Tender document and the Contractor shall undertake the work as in the Purchase/Work order
- iii. Contractor shall submit the details of completed deliveries in the spreadsheet for easy reference of University. The details shall be shared to the Successful Bidder at the time of issue of Work Order.

### **36. Right to vary quantity**

Since this is a Rate Contract Tender, University shall Purchase required quantity throughout the period of Contract and its extensions.

## **37. Scope of Work**

### **Printing & Supply of Bar Code and QR Coded OMR Answer Booklets**

Bar Coded and QR Coded OMR Answer Booklet will be of A4 Size 44 Pages for Writing and having an additional cover page.

1. Printing and supply of blank Answer booklet with OMR sheet should be in the format (specification & design) as given below:
2. **Cover Pages**: The QR code Cover page (front page) of the Answer Booklet should be good quality **A4 Size 110 GSM** paper (Indian Standard writing and Printing of paper Specification) from the reputed mills.
3. **Cover Page** (front page) should be of 3 Parts (Part A,B & C) with perforation to separate, University Name & Logo, Barcode (code 128) & QR code with static & dynamic student fields as per the sample attached (**.pdf**)
4. **Inner Pages**: A4 Size duly trimmed in **GSM 75** cream maplitho A grade paper-  
Page Number Barcode (code 128) to be printed at Center Top of each Page. Page Numbers (1 to 40) Should be printed on top right corner.
  - a. Answer booklet in A4 size duly trimmed in GSM 75 Cream wove Agrade paper. Brightness above 75%
  - b. For UG / PG – the answer booklet duly trimmed & machine stitched with OMR sheet. First 2 pages relates to OMR sheet plus 39 pages for writing with thin horizontal lines and vertical margin line on the left side, 40th page is graph sheet and 1 page is Rough work 44th page is revaluation and candidates instruction. Totally 44 pages. All the writing pages should contain the water mark print of the logo of Thiruvalluvar University.
  - c. Perforation of OMR front sheet- From page Left and one each after Part-A and Part-B.

- d. Answer booklet serial Number, barcode and random number should be printed in the right top of front page.
  - e. The booklet binding should be done with double colored thread and stapled in 2 places.
  - f. Since the answer booklets will be directly delivered to the University by the vendor, packing should be packed in plastic covers and cartons duly strapped.
  - g. Such cartons/packing of the answer booklets should be duly labeled outside indicating the Serial number and total Booklet count.
5. Printing and supply of the Answer Booklet with OMR Front and Back Sheets to Thiruvalluvar University should be in such quantities as advised by the Thiruvalluvar University Vellore.
  6. The delivery of the Answer Booklet with OMR Front and Back Sheets in such quantities to reach the University before the exam schedule with maximum of twenty days.
  7. The cost of the delivery and transportation shall be borne by the Vendor.
  8. The OMR page colour should be in Mejantha and should have detachable parts as specified below:
    - a. Developing of unique Barcodes & QR codes for each OMR Sheets and three parts in front sheet (Part A,B &C) and for each inner pages in total of forty three barcodes to be used as Dummy Number of that particular Register No and the paper code for the examination.
    - b. Developing of unique QR codes for each OMR Sheets and it should be printed in front sheet (Part C) to be used as Dummy Number of that particular Register No and the paper code for the examination.
    - c. Printing all the details – As per the specimen uploaded in the tender document.
    - d. Printing of Part A details as per the specimen uploaded in the tender document.
    - e. Degree with Branch, Exam Date & Session, Paper Code and Paper Title shall be printed in the Middle (Part-B), Bottom Portion (Part-C) of the OMR front Sheet as per the specimen uploaded along with tender document.
    - f. Perforation shall be done at the space provided for it to enable tearing of the Part-A and Part-C portion of the front sheet as the case may arise.

**Print Colour of OMR front Sheet:**

- a. The artwork format, the labels and the name of the University, examination name etc shall be in Rose/Pink/Mejanthacolour.
- b. The OMR front Sheet should be capable for Intelligent Character Recognition by scanning / readable system with Colour Drop Out technology or any equivalent or alternative technology for obtaining the hand written value of the evaluation marks.
- c. The OMR front Sheet should be scannable by suitable scanners in the same process for obtaining of bubble shade value of the evaluation marks

**Barcode / QR Code:**

- a. The printing of Barcode should be of extremely high quality
  - b. Barcode may be linear (1-D) & should be scannable on specific CCD or Laser Scanner
  - c. All Barcodes should be unique and tested by the vendor before it is supplied
  - d. To maintain confidentiality and to avoid candidates trying to take the value of the barcode during exam, the vendor should use the barcode value of one candidate's answer booklet in another candidate's answer booklet
  - e. The range of Barcodes of each consignment should be maintained confidential and intimated only to the COE of the University or his authorized officer confidentially in sealed cover marked as 'confidential'
9. The logo of the Thiruvalluvar University should be printed on all the four detachable parts of the OMR Front Sheet
10. Separate provision should be made for filling the respective information on the OMR Front Sheets such for Question paper no (code) and total number of written pages
11. Each OMR front sheet should contain a serial number and random number right top of on the Part-A portion. These numbers should be separate for all booklets and should be related with the barcode given on the respective booklet.
12. In the part-A portion of the each OMR front sheet there should be a provision for Candidate's Signature, Invigilator's Signature and the Facsimile of Chief Superintendent.
13. In part-C portion of each OMR front sheet there should be a provision for the signature of the chief examiner and the name & signature of the examiner

14. The instructions to the candidate and instructions to the examiners to fill in the Part-C of the OMR front sheet shall be printed on the back side of the OMR front sheet
15. Art Work - The Art-work regarding text matter of the above mentioned work will be as per the approval by the Tendering Authority.
16. The vendor shall enclose sample OMR front Sheet comply with the above specifications
17. The Vendor has to print the required Answer sheets as per the instructions of the Tendering Authority. Adequate sample copies of the entire printing material should be supplied to the Tendering Authority before final printing
18. The OMR front Sheet of each student taking the exam according to the center, date & session and paper code wise shall be machine thread stitching and staple with the answer booklet using good quality thread.
19. **Delivery:-** Transportation and delivery of the answer booklets will be borne by the vendor and will be inclusive of the price quoted by the vendor for the Answer Booklet. **(BOQ.xls)**
20. High Quality Printing ink should be used.
21. Printing of University Icon is a must in all pages.
22. Page Number should be printed from 1 to 44 (Theory) Micro Marginal Line on each sheet by thin ruled line (Thiruvalluvar University)
23. Top of First page should be Perforated (Tearing purpose) as per specimen.
24. The Top page should be printed as per specimen to be attached with the main booklet with sewing with quality thread. The OMR sheets should be printed as specified by the University and no page number should be printed in OMR sheets.
25. Front Sheet – outer sheet of 110 GSM size 210 X 275 with 3 Laser Printed Bar Code – 128 (12 Digits), 1 QR code, Micro Perforation – horizontally in 2 locations and vertically in 1 location, 7 Digit Answer Book Number on Page 1. Instructions to the candidate to be printed in the backside of the sheet.
26. Back sheet – outer sheet of 110 GSM with “ **INSTRUCTIONS OF THE STUDENT**” printed.
27. Magenta colour for On-screen Bar coded sheets static text, Green/Blue colour for Off-screen static text and black colour for variable text to be used for every booklet variable data to be over printed on the bar code sheet.

28. The University shall provide the data base in **CD/Hard Disk Drive** in a sealed cover with Unique Dummy Number and Unique Serial Number. The Dummy Number should be printed in Bar-Code / QR- Code Form by the printer.
29. The printer is responsible to maintain the confidentiality of the data. Legal action will be taken if there is any leakage of data.
30. The printed answer booklet should be bundled with 200 answer booklets in a box and keep in despatchable condition.

### 38. Required Specifications of OMR Answer Booklets:

Name of the Item	Specifications
<p style="text-align: center;"><b>OMR Answer Booklets with Personalized data – 44 Pages</b></p> <p>(samples attached in the tender document) <b>.pdf</b> -</p>	<p><b>Theory Answer Booklet with Personalized data ( OMR Answer Booklets 44 pages)</b></p> <ul style="list-style-type: none"> <li>• <b>Cover Pages:</b> The QR code Cover page (front page) of the Answer Booklet should be good quality A4 Size <b>110 GSM</b> paper (Indian Standard writing and Printing of paper Specification)</li> <li>• <b>Cover Page</b> (front page) should be of 3 Parts (Part A,B &amp; C) with perforation to separate, University Name &amp; Logo, Barcode (code 128) &amp; QR code with static &amp; dynamic student fields as per the samples attached in the tender document(<b>.pdf</b>)</li> <li>• <b>Inner Pages:</b> A4 Size duly trimmed in GSM 75 cream maplitho A grade paper with Brightness above 70%.</li> <li>• <b>Inner Pages:</b> A4 Size duly trimmed in <b>GSM 75</b> cream maplitho A grade paper- Page Number Barcode (code 128) to be printed at Center Top of each Page. Page Numbers (1 to 40) Should be printed on top right corner.</li> <li>• Answer booklets dully trimmed and machine stitched with front OMR sheet first 2 and last 2 pages relates to candidate instruction.</li> <li>• <b>Total pages - 44</b></li> <li>• No lines required but vertical margin line on the left side.</li> <li>• All the writing pages should contain the water mark print of the logo of Thiruvalluvar University.</li> <li>• In page 40<sup>th</sup> a graph sheet should be enclosed. (QR code required model enclosed)</li> </ul>

### 39.ANNEXURE

## Sample of the OMR Answer Booklet for Theory Examination.

OMR Answer Booklet 1st page sample: 110 GSM

**PART - A**

**THIRUVALLUVAR UNIVERSITY, VELLORE**  
UG/PG/M.Phil. DEGREE EXAMINATIONS  
TO BE FILLED BY THE STUDENT

TVU/21/01/ 3606345

REGISTER NO. : \_\_\_\_\_

NAME : \_\_\_\_\_

DEGREE WITH BRANCH : \_\_\_\_\_

EXAM CENTRE CODE : \_\_\_\_\_

PAPER CODE : \_\_\_\_\_

PAPER TITLE : \_\_\_\_\_

EXAM DATE & SESSION : \_\_\_\_\_

QUESTION PAPER NO. : \_\_\_\_\_

TOTAL NO OF PAGES WRITTEN : \_\_\_\_\_

Note: Please ensure that the above details are correctly indicated.

FACSIMILE OF CHIEF SUPERINTENDENT

FULL SIGNATURE OF THE INVIGILATOR WITH DATE

FULL SIGNATURE OF THE STUDENT

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**PART - B**

**THIRUVALLUVAR UNIVERSITY, VELLORE**  
UG/PG/M.Phil. DEGREE EXAMINATIONS  
TO BE FILLED BY THE STUDENT

DEGREE WITH BRANCH : \_\_\_\_\_

EXAM DATE & SESSION : \_\_\_\_\_

PAPER TITLE : \_\_\_\_\_

PAPER CODE : \_\_\_\_\_

QUESTION PAPER NO. : \_\_\_\_\_

TOTAL NO OF PAGES WRITTEN : \_\_\_\_\_

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**PART - C**

**THIRUVALLUVAR UNIVERSITY, VELLORE**  
UG/PG/M.Phil. DEGREE EXAMINATIONS  
TO BE FILLED BY THE EXAMINER

	UG						PG / M. Phil.			
	Sec. A		Sec. B		Sec. C		Sec. A		Sec. B	
	Q.No.	Marks	Q.No.	Marks	Q.No.	Marks	Q.No.	Marks	Q.No.	Marks
DEGREE WITH BRANCH	1		11	a		16	11	a		16
	2			b				b		
EXAM DATE & SESSION	3		12	a		17	12	a		17
	4			b				b		
PAPER CODE	5		13	a		18	13	a		18
	6			b				b		
PAPER TITLE	7		14	a		19	14	a		19
	8			b				b		
	9		15	a		20	15	a		20
	10			b				b		
	Total		Total		Total		Total		Total	

TOTAL MARKS

1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
0	0

Name & Signature of the Chief Examiner with date : \_\_\_\_\_

Name & Signature of the Examiner with date : \_\_\_\_\_

Grand Total Marks (In Figures) :

Grand Total Marks (In Words) :



INSTRUCTIONS TO THE STUDENT AVAILABLE IN THE LAST PAGE OF ANSWER BOOKLET

INSTRUCTIONS TO EXAMINERS TO FILL IN PART-C OF THE OMR SHEET

1. Please carefully study the examples before you start marking.
2. Please DO NOT USE RED PEN FOR EVALUATION.
3. For UG/PG courses, enter the Marks in the respective columns given under heading UG/PG.
4. Before writing the Total Marks and shading the circles, ensure that the totaling is done correctly and verified by the chief.
5. Overwriting is not permitted.
6. Use blue or Black or Blue Black Pen for writing Numerical of Grand Total marks in  boxes as shown in the example below (If the Grand Total marks is 65).

GRAND TOTAL MARKS     

7. For writing the Grand Total Marks in words, write in the boxes as shown in the example below. (If the Grand Total marks is 65).

Grand Total Marks in words     

8. And for shading the Grand Total marks in  Circles shade as per the example shown in the right side. Use black or blue pen.
9. Use this form with care. Do not fold or smudge.
10. Put your signature within the box provided for.

Example to fill up the Grand Total Marks

GRAND TOTAL MARKS

TOTAL MARKS	
<input type="text" value="6"/>	<input type="text" value="5"/>
<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>
<input checked="" type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>

By Blue or Black Pen



Code 128

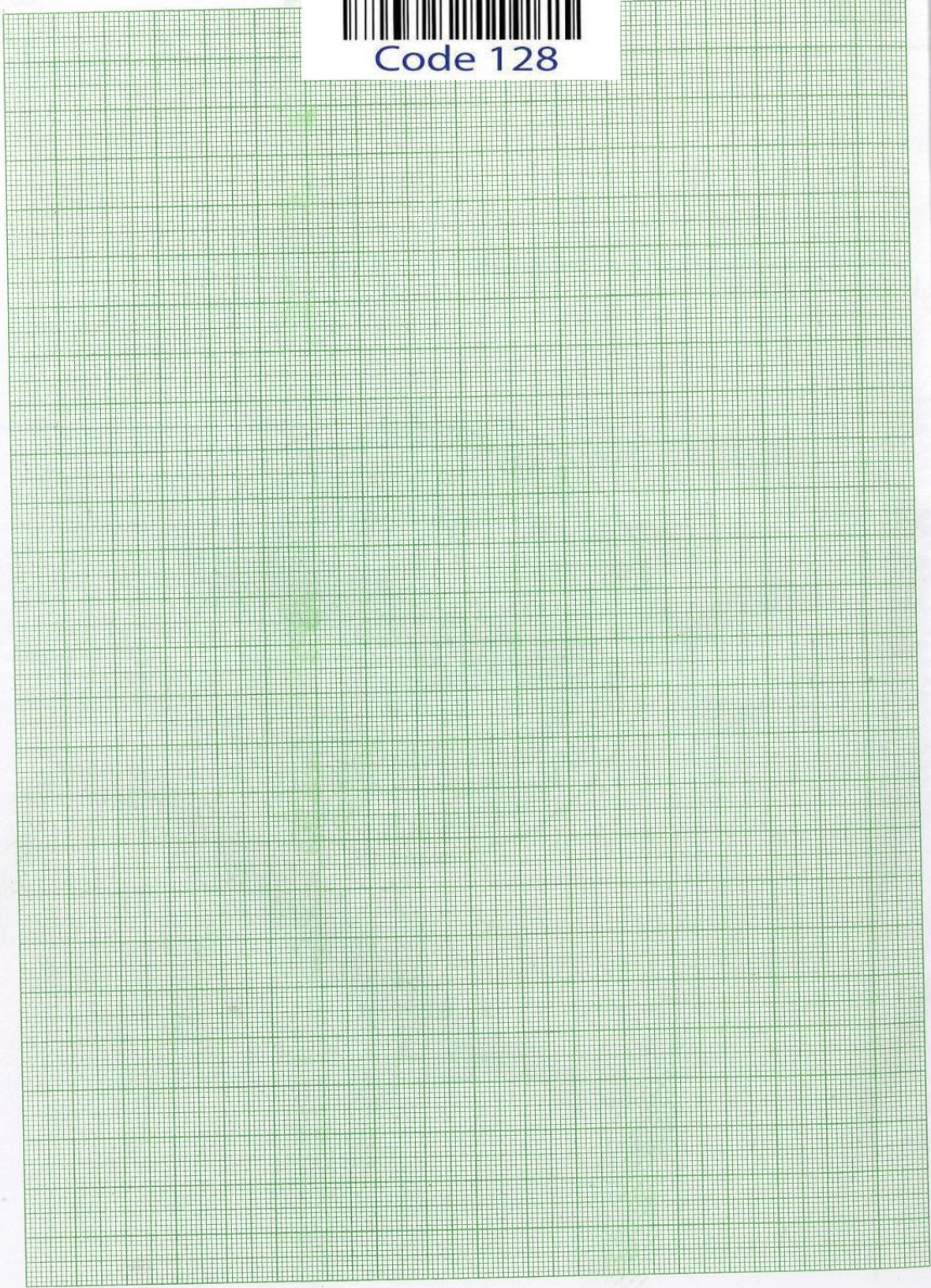
OMR Answer Booklet 1 to 40 pages sheet sample:75 GSM



Quiet Zone Start Data Check Char Stop Quiet Zone



Code 128



OMR Answer Booklet last page sample: 110 GSM

This page is meant for ROUGH WORK only.  
The contents of this page will not be considered for evaluation.

## OMR Answer Booklet last page sample: 110 GSM

### INSTRUCTIONS TO THE STUDENT

1. Check whether your details are correctly indicated in part A of the OMR front page, if it is not correct, bring to the notice of the invigilator.
2. Put your signature within the box provided in the part A of the OMR front page.
3. Write your answers on both sides of the answer sheets with not less than 20 lines in a page. Do not write in the margin.
4. No sheets be attached or detached from the answer booklet.
5. Part A & B should be filled by the student.
6. You are prohibited from writing your NAME or REGISTER NO. in any part of the answer pages.
7. You are prohibited from writing or leaving any distinguishing marks, except in part A or OMR front page, so as to identify your answer book.
8. The answer booklet contains sufficient pages and no additional sheets will be given.
9. Answer must be written legibly in Black or Blue.
10. Check whether you have received correct question paper, before you start writing the answers. Any lapse in this matter will not receive the attention of the University.
11. The total number of pages written in the answer book should be noted by you in the box provided at the part A & B of the OMR front sheet.
12. Get the answer booklet replaced if stitching thread is missing or the writing sheet page nos are not in any order or any portion of the booklet is found torn/mutilated at the time of receiving it for writing the exam.
13. Do not photograph or record or capture the barcodes of the answer booklet by any means. Any attempt to do so will amount to malpractice.
14. Page No. 40 is graph to be used by the Student wherever applicable.

NOTE : THE INVIGILATOR SHOULD ENSURE THAT THE ABOVE INSTRUCTIONS ARE STRICTLY FOLLOWED BY THE STUDENT.

Signature Not Verified

Digitally signed by VIJAYA RAGHAVAN  
Date: 2023.09.20 13:24:18 IST  
Location: Tamil Nadu-TN