



THEIVANAI AMMAL COLLEGE FOR WOMEN
RE-ACCREDITED BY NAAC WITH 'A' GRADE & ISO 9001:2008 CERTIFIED

TENDER NOTIFICATION

Date:24.10.2018

Notification No. TACW/2018/PO/RD/FIST/Procure./10-01

Sealed tenders are invited from the eligible Companies/Agencies for the supply of **Equipments** under DST - FIST Program level '0' of Theivanai Ammal College for Women (Autonomous), Villupuram - 605 401.

The tender documents and other details can be downloaded from the College Website:
<http://www.tacw.in/> from 24.10.2018 to 10.11.2018

PRINCIPAL

**Theivanai Ammal College for Women (Autonomous)
Villupuram - 605 401**

TENDER SCHEDULE

The tender schedule is intended for the supply of:

1. Electrochemical Works station with accessories.
2. UV- Visible spectrophotometer
3. FTIR Spectrometer
4. Spectroflurimeter
5. Co₂ Incubator
6. Rotary Evaporator with Pump, controller and chiller

Scientific equipments to the DST - FIST sponsored central Instrumentation lab of Theivanai Ammal college for women (Autonomous).Villupuram

1. DUE DATE AND TIME:

Sealed tenders are invited by the Principal, Theivanai Ammal College for Women (Autonomous) from manufacturing concerns or authorized dealers, for the supply of Scientific Equipments as per the specification indicated in the Appendix – I.

The tenders should reach the Principal, Theivanai Ammal college for women (Autonomous), Villupuram, **on or before 10.11.2018 at 3.00 p.m.** Tenders received after the due date and time will be summarily rejected.

2. MODE OF SUBMISSION:

Tenders should be sent in a sealed cover addressed to the Principal, Theivanai Ammal college for women (Autonomous).Villupuram,, by Registered post with acknowledgement due or in person. Unsealed tenders will not be considered. Tenderers should write the cost of the items only in the prescribed tender application which can be had from our college website.

3. SUPERScription:

The tender cover should be superscripted as **“Tender for supply of -----**
(Equipments such as

1. Electrochemical Works station with accessories
2. UV- Visible spectrophotometer
3. FTIR Spectrometer
4. Spectroflurimeter
5. Co₂ Incubator
6. Rotary Evaporator with vacuum Pump, controller and chiller)

Under DST-FIST Programme-Level ‘0’ Theivanai Ammal college for women (Autonomous), Villupurm 605 401.

4. ELIGIBILITY CRITERIA:

- a) The Tenderer should have supplied similar type of equipment with noted specifications during the last 3 years.
- b) The bidders must fulfill the eligibility conditions and also submit documentary evidence in support of fulfilling these conditions while submitting the bid. The bidder should have at least 3years' experience and focus in the related business, as on 31st March 2018. The tenderer should submit the latest income tax and commercial tax clearance certificates.
- c) The bidder may submit a list of customers to whom they have done similar type of supply along with the year of supply and details of the equipment supplied (the volume and the amount of the transaction done by them) in the prescribed form.
- d) Bidder must be a registered firm with Sales Tax, VAT(GST), Income TAX and Service Tax Departments.
- e) Conditional bids will be summarily rejected.
- f) Payment will be made within reasonable time after the supply is completed in good condition.
- g) Technical specifications required are given in the Tender schedule.
- h) The quantities indicated in the tender notifications are subject to modification if any at the time of placing order
- i) No advance payment will be made to the successful tenderer.
- j) Supply of laboratory instruments and other items, if any manufacturing or other technical defects are found within the specified months from the date of purchase, instruments have to be rectified or replaced at free of cost by the supplier.

5. EARNEST MONEY DEPOSIT:

1. Each tender should be accompanied by Earnest Money Deposit 1 % of quoted amount by Demand Draft drawn in favor of **The Principal, Theivanai Ammal college for women (Autonomous), Villupuram.** The earnest money deposit of the unsuccessful tenders will be returned soon after the acceptance of the successful tenderer within a reasonable time consistent with the rule and regulations in this behalf. The above EMD held by the college will not earn any interest thereof. The EMD of the Successful tenderer will be adjusted towards security deposit and will be returned only after the successfully completion of the warranty period.

6. DETAILS TO BE FURNISHED AND MODE OF PRESENTATION:

- a) The participating Tenderer should have own infrastructure including skilled manpower to undertake the supply.
- b) The tender should contain particulars like name and addresses of the tenderers, net rate including excise duty, surcharge, sales tax, freight, octroi, insurance for delivery, installation and commissioning of the equipment and such other levies that may be applicable.
- c) All duties, taxes and other levies payable by the vendor shall be included in the total price.
- d) The rates should be kept firm for **Ninety days** from the date of the opening of the tenders for acceptance.
- e) The rate should be quoted for each item with specification and model if applicable and should be indicated clearly both in words and figures. Any scoring or overwriting should be attested by the tenderer with full signature. The rate quoted should be firm and should not subject to any variation clauses.
- f) The College shall not pay any increase in duties, taxes and surcharges on account of any revision either by the State Government or Central Government at the time of supply and installation
- g) The prices should be quoted with for destination.
- h) Packing, forwarding, insurance etc. will be to vendors account.
- i) All essential accessories cost must be included in the price quoted.
- j) Price bids are to be signed by the vendor or person authorized by him.
- k) Supply of the equipment and other accessories shall be as per the specifications mentioned in the Annexure II and according to the delivery and installation schedule.

7. OPENING OF TENDERS:

The tenders received up to 03.00 P.M. on 10.11.2018 will be opened by the Principal at 04.00 P.M. on the same date in the presence of those tenderers or their representatives who may be present at the time of opening. The representatives of the tendering firm who are attending the opening of the tenders should bring a letter of authorization from the tendering firms, which they represent to identify their bonafide.

8. AGREEMENT:

- a) The successful tenderer should execute an agreement for the fulfillment of the contract in stamp paper in the model form enclosed in Appendix II, Within fifteen days from the date of acceptance of the tender.
- b) In connection with incidental expenses the execution of agreement shall be borne by the successful tenderer.
- c) The Successful tenderer shall execute an agreement in stamp paper of value not **less than Rs.100/-** soon after the supply order is issued.
- d) The expenses incidental to the executing of agreement shall be borne by the successful Tenderer.

9. SECURITY DEPOSIT:

- a) 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 college.
- b) In the case of successful tenderer, the earnest money deposit if paid may be adjusted towards security deposit to be remitted by the tenderer.
- c) 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 college.

10. SUPPLY AND INSTALLATION OF EQUIPMENT:

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

11. PAYMENT OF COSTS:

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

12. FORFEITURE OF EARNEST MONEY DEPOSIT:

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

13. ASSIGNING OF TENDER IN WHOLE OR IN PART:

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

14. PENALTY FOR NON-FULFILMENT OF TENDER:

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

15. ACCEPTANCE AND WITHDRAWALS:

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

- b) Tenders with incomplete information will be summarily rejected.

16. 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. Tender documents available in The Principal's Office, Theivanai Ammal College for Women (Autonomous), Villupurm and due date for obtaining tender 10.11.2018 upto 3.00 P.M.

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

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

TENDER SCHEDULE

ANNEXURE – I

TENDER SPECIFICATIONS OF SCIENTIFIC EQUIPMENTS FOR DST-FIST PROGRAMME-LEVEL 0' THEIVANAI AMMAL COLLEGE FOR WOMEN (AUTONOMOUS), VILLUPURM

Specification and Qualifications

SPECIFICATIONS FOR ELECTROCHEMICAL WORKSTATION

Windows-based electrochemical instrument can perform Cyclic Voltammetry (CV), **Linear Sweep Voltammetry (LSV) (LSV includes Current – E, Linear Pol Res, Solar Plot (Isc, Voc, Pwr Max (W), FF, Voltage max (V)Power – E), Normal Pulse Voltammetry (NPV) Differential Pulse Voltammetry (DPV)**, Bulk Electrolysis with Coulometry (BE), Open Circuit Potential – Time (OCPT), CV simulator, IR Compensation, External Potential Input, Auxiliary Signal Measurement Channel,

The corresponding Polarographic and stripping modes for most Voltammetry techniques are available.

THE SYSTEM SHOULD BE CAPABLE OF UPGRADATION TO ALL OTHER ELECTROCHEMICAL TECHNIQUES.

Hardware Specification:

- Potentiostat / Galvonastat
- 2- or 3- or 4-electrode configuration
- Floating (Isolated from Earth) or earth ground
- Maximum potential : $\pm 10\text{V}$
- Maximum current : $\pm 250\text{ mA}$ continuous, $\pm 350\text{ mA}$ peak
- Compliance Voltage : $>\pm 13\text{V}$
- Measured current resolution : 0.0015 % of current range, minimum 0.3 fA
- Input bias current : $< 20\text{ pA}$
- Fast data acquisition: dual channel 16 bit ADC, 1,000,000 samples/sec simultaneously
- CV and LSV scan rate : 0.000001 to 10,000 V/s
- Potential increment during scan : 0.1 mV @ 1,000 V/s
- CA and CC pulse width : 0.0001 to 1000 sec
- Automatic and manual iR compensation
- Flash memory for quick software update
- Serial port or USB port selectable for data communication

Optional Technique

AC Impedance / Impedance Time / Impedance – Potential Plots includes

AC Impedance (IMP) - 0.00001 to 1M Hz, Impedance – Time (IMPT), Impedance – Potential (IMPE),

Bode : $\log Z$ vs $\log(\text{freq})$, Bode : Phase , vs $\log(\text{freq})$ Bode : $\log Z''$ & Z' vs $\log(\text{freq})$

Bode: $\log Y$ vs $\log(\text{freq})$, Nyquist; Z'' vs Z' , Interactive 3D Plots, Admittance; Y'' vs Y'
Warburg: Z'' & Z' vs $\omega^{1/2}$ ω -angular frequency, Z' vs $\omega Z''$, Z' vs $Z''/\omega \cot(\text{phase})$ vs $\omega^{1/2}$
Mott-Schottky Plots

Software Features:

- a) User Interface
 - 32-bit Windows application
 - Multi-Document Interface
 - Toolbar: quick access to frequently used commands
- b) File Management
- c) Instrument Control
- d) Graphic Display, Present data plot, 3D surface plot: front, rear, side, top and bottom view, overlay plots: several sets of data overlaid for comparison, add data to overlay: adding data files to overlay plot, parallel plots: several sets of data plotted side by side
- e) CV Digital Simulator
- f) Impedance Simulator and Fitting Program
- g) Up gradation of the software will be done once a year or as and when updated versions of software is available.

Electrochemical Cell System includes 2 glass cells with one Cell top,

Pt Working Electrode -1 No.s , Ag/AgCl Reference (aq) -1 No. s, Pt Wire Counter Electrode - 1 No. s and Cell stand.

Computer: Latest Configuration Desktop Computer

Warranty: 1 year+ 1 Year AMC. Total 2 Years of free maintenance

Accessory: User's manual, Electrode leads, Communication cable, Power cord

Training: Training will be expected to the students & staff who will be operating the system

SPECIFICATION FOR ROTARY VACUUM EVAPORATOR

Name of the specification/ Part accessories of Tender Enquiry	Specifications of Quoted Model / Item	Compliance Whether YES / NO	Whether the compliance / Deviation is clearly mentioned in technical Literature
Rota Evaporator			
Lift System	Electronic		
Heating bath	20 - 220°C, 5 Ltr Capacity		
Glass Assembly with condensing capacity	Vertical (V) with 1500cm ²		
Dimensions with glass Apparatus V	607 x 947 x 429 mm		
Weight	13.5Kg (electronic lift)		
Rotation Speed Range	10 - 280 RPM		
Vacuum controller			
Automatic, Manual & Timer control	Automatic and Manual & Timer mode		
	Controls Rotavapor, Pump & Chiller directly with ON/ OFF condition. Automatic OFF when its idle condition.		
solvent library database	More than 40 solvents with customize addition		
Drying sample	Clockwise and anti clockwise rotation		
Vacuum Pump			
Suction Capacity (DIN 28432)	1.8m ³ /h		
	Chemical Resistant two stage diaphragm DC pump with membrane set up		
Final Vacuum (absolute)	8 mbar (± 2 mbar)		
Pump motor	Max 1280 rpm		
ECO ² mode	Consumes less electrical power and works under reduced stress. As a consequence, the overall maintenance costs will be reduced over the lifetime of the pump		
	Active after 1 h with suction capacity of 1 m ³ /h		
Recirculating Chiller			
Pump pressure	280 x 500 x 400 mm		
Weight	31 Kg		
Refrigerant	R134a (320Kg)		

Cooling capacity at 15°C	550W		
Cooling capacity at 10°C	440W		
Cooling capacity at 0°C	250W		
Cooling capacity at -10°C	80W		
Temperature Range	(-10°C to +25°C)		
Pump pressure	0.6 bar		
Flow Rate	2.5L/min		
ECO-mode	ECO-mode switches the chiller into a standby mode when not in use		
Feature	Remote control with interface, Remote monitoring on smartphone, Dynamic operation, Automatic stop		
Communication Cable			
Y Cable	1.5 m		
Trap	Woulf bottle All items to supplied by single manufacturer		

SPECIFICATIONS FOR PC-BASED FTIR SPECTROMETER

- W.N.RANGE : 7800 - 350cm⁻¹
- Extendable Wavelength Range : 15,000 To 220cm⁻¹
- Resolution : 0.7cm⁻¹
- Interferometer : 45° Michelson interferometer with corner Cube mirror with mechanical bearing electromagnetic Drive
- Beam Splitter : Ge coated KBr substrates
- LIGHT SOURCE : High-Intensity Ceramic
- DETECTOR : DLATGS Detector with Peltier Temperature Control
- S/N RATIO : 25,000:1, Peak to Peak, 1min Measurement, at 4cm⁻¹ near 2200cm⁻¹ 100% T Line Flatness: within +/- 1% T
- WINDOWS : KRS-5
- SOFTWARE SPECIFICATIONS :

Data Processing through 32 bit powerful windows based software with 21CFR capable of controlling and analyzing data files of various instruments like FTIR , UV VIS NIR, FLUORESCENCE , etc.,

Fully featured data analysis including peak detection, difference spectra, KK and KM conversion, curve fitting and deconvolution. Intuitive graphical user interface.

- **The Interface Between FTIR and PC Should Be Through USB Port for Fast Data Acquisition.**
- **Auto Alignment of Fixed Mirror through the Software Should be Provided**
- **Moisture Protection Should be Provided as Standard**
- **Should Provide Automatic Validation through Software.**
- **Should Have Optional Rapid Scan Facility.**

- **Auto Recognition Accessories feature should be provided to recognise various Accessories like DR, ATR, etc.,**
- **The Tutorial Software to explain measurement methods should be provided in the CD –ROM.**
- **Portable Models will not be accepted.**

ACCESSORIES

1. ATR with ZnSe Crystals – 1 No.
2. PC – 1 No.
3. Solid Sampling Accessories Such As Hydraulic Press, Pellet Holder, Die Set , Agate Mortar and Pestle – 1 set

OPTIONAL :

1. Wavenumber Extension for FAR & NIR to be quoted

SPECIFICATIONS FOR IMPORTED PC BASED UV/VIS SPECTROPHOTOMETER

Computer controlled Double beam UV-Visible Spectrophotometer with following specifications is required:-

- Wavelength Range : 190-1100 nm
- Band pass : 1nm (Fixed),
- Source : Prealigned Deuterium and Tungsten halogen lamps with automatic switch-over
- Stray Radiation : 1% (198nmKCl 12g/L), 0.02% (220nm, NaI 10g/L).
- Wavelength accuracy : +/-0.2 nm (@656.1nm)
- Wavelength Reproducibility : +/-0.1 nm
- Photometric Accuracy : +/-0.0015 A (0to0.5Abs), +/-0.0025 A (0.5to1Abs)
- Photometric repeatability : +/-0.0005 Abs (0 to 0.5 Abs), +/-0.0005 Abs (0.5 to 1Abs)
- Photometric Range : +/-10000%T (-3 to 3 Abs)
- Photometric Noise : 0.00004A RMS or better.
- Baseline Stability : 0.0004 A/h or better
- Baseline Flatness : +/- 0.0005 Abs
- Detector : Photomultiplier for sample and reference beams.
- Scanning speed : at least upto 8000nm/min or better
- Slew Speed : 24,000nm/min or better

Instrument should be upgradable to be used with Micro volume of samples less than 1 μ l.

Should be operated through PC only

The operating software should be window based & it should be possible to scan spectra, Time scan measurements, quantitative measurements and multiple wavelength readings.

Accessories to be quoted along with the instrument:-

- 1) Liquid samples (10mmQuartzCell) : 2 Pairs.
- 2) Suitable PC : 1Nos.

Optional:

1) Film Holder with Minimum Sample size : 15(H)X15(W)X0.5(T)mm) – 1Nos.

SPECIFICATION OF PC BASED SPECTROFLUOROMETER

Light Source	: Xe lamp with shielded lamp house, 150 watt
Monochromator	: Holographic concave grating
Wavelength Range	: Zero Order, 200 – 900nm
Wavelength Accuracy	: Should be at least +/-2.0nm
Wavelength Repeatability	: +/-1.5 nm
Spectral Bandwidth	: Variable and minimum should be 2.5, 5, 10,20nm on both excitation and emission monochromators
W.L. Scan Speed	: Variable in the range of 20 - 20,000nm/min For both excitation & emission monochromators
Slew Speed	: 30,000 nm/min
Sensitivity	: S/N (Signal to Noise) Ratio RMS 4500:1 or better,
Resolution	: 2.5 nm
Photometric Range	: -10,000 – 10,000

- Automatic sensitivity calculation system to be provided.
- Automatic Gain control should be provided.
- Should have start button for starting measurement immediately after placing the sample for kinetic measurements.
- Should have auto accessory recognition software for identifying the accessories and to select necessary parameters.
- Should be provided with Mercury Lamp for validation of the instrument.
- Should have provision to measure Absorbance.
- Should have provisions to measure, Powder, solid & Film samples.

Should Provide Windows Based Software for Quantitative Measurement, Spectrum Measurement, Time Course Measurement, Fixed Wavelength Measurement, 3d Fluorescence Measurement, Abs measurement and spectral correction, validation, Spectral Analysis, File Viewer, and Facility for Documentation & Presentation.

ACCESSORIES

1. Fluorescence cell 10mm path length – 1 nos
2. Solid sample holder – 1 nos
3. PC – 1 nos

SPECIFICATION FOR CO₂ INCUBATOR

- 50 litre capacity table top CO₂ incubator
- Allowable CO₂ Pressure 0.3 kgf/cm²
- Heating System – Air Jacketed
- Heba Filter
- UV light for Sterilization
- Door switch with alarm indication
- Temperature Controller Door
- Inner Glass Door
- Chamber Interior
- Chamber Exterior: Mild steel epoxy coated
- Shelf: Mirror polished stainless steel – 03 nos.
- Power Consumption 160W
- Dimensions 465 X 480 X 580 mm (L X W X H)
- Power Supply 220V, 50Hz single phase

S.No	Item	Company/Make /Model number	Rate Rs / \$
1.	UV - Visible spectrophotometer		
2.	Electrochemical work station		
3.	FTIR Spectrometer		
4.	Spectroflurimeter		
5.	Co ₂ Incubator		
6.	Rotary evaporator With vacuum Pump, controller and chiller		

Date:

**Signature of the authorized
person & Company seal.**

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

2) Since we are affiliated to Thiruvalluvar University ,we are eligible for exemption of Central Excise Duty as per the university norms.Hence the item price may be quoted separately (i.e.) Unit. Price & Taxes etc. only. The University will give necessary exemption form for Central Excise. .

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

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

TECHNICAL DATA

TENDER SCHEDULE FOR THE PURCHASE OF SCIENTIFIC EQUIPEMENTS UNDER DST-FIST PROGRAMME LEVEL '0' THEIVANAI AMMAL COLLEGE FOR WOMEN,(AUTONOMOUS).VILLUPURM 605 401

PROFILE OF THE COMPANY:

The Company should provide the following details.

1. Nature of the Organization :
2. Nature of the
Organization(Govt./Public/Private/Partnership/
Proprietorship) :
3. (a) Address of the Registered Office of the Firm with :
phone Number, Fax and E-MAIL
(b) Year of Establishment
4. Annual turnover for the previous three years :
5. Location of the factory with address :
6. Maintenance and service center facilities in :
Vellore/other areas and total number of
Service Engineers available
7. Name of the Government agencies / Educational :
Institutions to whom similar Machines have been
supplied in the preceding One year
8. Is your Company an original manufacturer :
of equipment and related Items
If yes, state the specific items you manufacture
9. What type of Maintenance support does your :
Company provide for the Equipment
10. State the minimum time required to supply : the :
items if your company / Organization gets the order

11. State whether you will agree to supply the :
Equipment manuals, for items supplied
12. Other information, if any :
13. Payment particulars for E.M.D :

(A) Number of Demand Draft enclosed

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

(C) Name of the Bank :

(D) Place of Bank :

(E) Amount

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

Please Note:

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

Appendix II

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

We, M/S _____ (hereinafter referred to as “Supplier” hereby contract and agree on the acceptance of our Tender by **Theivanai Ammal College for Women (Autonomous), Villupuram** (hereinafter referred to as “purchaser”) in accordance with the conditions of contract stated below, the goods or materials hereunder named of the quality and of the sort and at the rate of price specified in the purchase order as Annexure (I).

CONDITIONS OF CONTRACT

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force during the warranty period and a total of 3 years including the warranty period covering the annual maintenance. But in the event of any breach of agreement at any time on the part of the supplier, the contract shall be determinable by the purchaser without compensation to the supplier. The contract may also be put to an end at any time by the purchaser upon giving seven days notice to the supplier.
2. The supplier agrees to supply, install and commission the equipment detailed at tender schedule after carrying out successfully all the tests prescribed by the purchaser at all inclusive price of Rs. _____ to the _____ before the specified date. The price offered is firm and is not subject to enhancement on any ground.
3. The price of equipment as detailed at Annexure includes excise duty, surcharges, sales tax, freight, octroi, insurance, installation and commissioning and such other levies that may be applicable.
4. The goods or materials to be supplied under this contract are to be of the quality and of the sort mentioned in the purchase order at tender schedule.
5. The goods or materials are to be delivered at the purchaser without any extra cost in such quantities or numbers contained in the purchase order enclosed as tender schedule to this contract. Any amendments to the orders in terms of quantities or delivery period etc. may be incorporated on a mutually agreed basis.
6. Documents such as operation manuals and circuit diagram and other relevant materials shall be provided by the Supplier along with equipment free of cost.
7. The goods sold under the agreement shall not be taken back. However, any replacement necessitated as part of warranty commitment shall be carried out by

the Supplier and faulty parts / materials that arise out of such replacement shall be taken back by the Supplier within a reasonable time.

8. If the supply, installation and commissioning of the equipment are not effected before weeks from the date of the purchase order, the purchase shall have the authority to cancel the order, to make may such action that will be deemed fit in the circumstances.
9. In case of failure by the supplier to deliver goods or materials demanded from them within the period specified for delivery or in case of goods or materials delivered by them not being of the stipulated quality and specification or in the case of goods or materials being delivered without a correct invoice in duplicate the Registrar or any one duly authorized by him shall have power to reject any such goods or materials so rejected or not delivered unless the Supplier shall themselves forthwith supply other that shall be sufficient and satisfactory and any excess of cost so incurred by the Purchase over the contract price together with all charges and expenses attending the purchase shall be recoverable by the purchaser.
10. Penalty will be levied at the rate of one percent per week on the total contract price if the delivery has not been completed in full within stipulated period, subject to force major conditions in force, Besides, such performance may entail block listing of the supplier.
11. (a) The materials or goods are to be guaranteed for a period of months after installation and commissioning, against any manufacturing defect and poor workmanship. The warranty and after carrying out successfully the tests prescribed by the (Purchaser) and installation in goods working condition.

(b) If any manufacturing or other technical defect is found within ----- months from the date of installation, commissioning and handing over the Equipment to the Department the same will have to be rectified or replaced at free of cost by the Supplier.

(c) During the warranty period, the supplier agrees to arrange for a back up Equipment at their cost, if due to manufacturing and other technical defects of the equipment supplied, the Equipments are down and if it is not restored in working condition within 48 hours. Otherwise the supplier shall be liable for a penalty of 1% of the break down period on the total contract price.

(d) The warranty will cover all the materials goods supplied by the supplier under this contract irrespective of the fact whether these have been manufactured by Suppliers or not.
12. The post warranty AMC is payable once in a year after the date of completion of the warranty period in advance against invoices/bills to be preferred by the vendor. The vendor agrees to provide comprehensive maintenance of the Equipment, which shall include preventive maintenance and corrective maintenance at the location

specified by the College. 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 College 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 **Villupuram only and the court at Villupuram 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.