



# TAMIL NADU OPEN UNIVERSITY

[A State Open University Established by Government of Tamil Nadu, Recognized by UGC & DEB,  
Member in Asian Association of Open Universities & Association of Commonwealth Universities]

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## PRE & POST EXAMINATIONS RELATED SOFTWARE DEVELOPMENT WORKS

### TERMS AND CONDITIONS OF THE LIMITED TENDER

1. The tenderer possessing valid registered firms as a IT service provider are eligible to participate in the tender.
2. The Persons/firms having experience in IT service development for higher education institutions are eligible to participate in the tender.
3. The tenderer whose tender is under consideration upon intimation being given to him/her/them in writing shall attend the office of The Registrar, Tamil Nadu Open University, Saidapet, Chennai-600 015, for negotiation within the period specified therein, failing which the tender will be rejected. The tenderer(s) whose tender is accepted upon intimation being given in writing shall execute the agreement by signing all documents connected therewith within seven days from the receipt of the intimation.
4. Corrections, if any in tender should be attested with dated initial of the tenderer. The rates should be filled in words and figure. If there is any variation between rate in words and figures, the least will only be taken.
5. The rates quoted in the tender should be inclusive of Sales Tax payable under the General Sales Tax Act as amended from time to time (including amendment to Act 28/84) and that the tenderer is responsible to file the Sales Tax Return and pay the amount of tax as demanded by the Commercial Taxes Department. No request for payment of Sales Tax separately in addition to tendered rates due to any subsequent levy of increase in tax will be entertained.
6. The date of intimation by The Registrar, Tamil Nadu Open University, Saidapet, Chennai-600 015, concerned shall be deemed to be the date of commencement of the work.
7. Failure to remit the required Earnest Money Deposit/Security Deposit and enter into agreement within the prescribed period of intimation of acceptance of tender, shall entail cancellation of the tender.
8. If required before the payment or final bill, the tenderer shall also reproduce or certificate from the Income Tax Authority that all the Income Tax payable up to date had been paid.
9. The tenderer should also quote their TNGST Registration Number in their covering letter.
10. The Final payment will be released only on production of Sales Tax Clearance Certificate from the concerned office.

11. The Registrar, Tamil Nadu Open University, Saidapet, Chennai-15, reserves the right to reject partly or all tenders received or not bound to accept the lowest tender.
12. The firm should specify the Office Phone Number to which breakdown calls should be made and the person to whom the message should be intimated for prompt action.
13. All labour employed for the fulfillment of the work will be solely at firm's risk.
14. If the University feels that the service is not up to the satisfaction, the University may cancel the contract at any time.
15. Any materials can be taken out of premises only after obtaining the prior written permission from the concerned Officer in Charge with the knowledge of the University.
16. Usually the Contract is valid for 12 Months, unless/otherwise specified.
17. The service should be commenced well in advance and completed before the commencement of the office hours to avoid the interruption during the regular office hours.
18. The work should be carried out with the Co-Operation of the occupants of the buildings.
19. If the servicing is not up to the satisfaction of the user/University, the service contract will be terminated without notice.
20. The servicing rates offered should be inclusive of all Taxes and no extra amount will be paid on any account.
21. The firm should pay as penalty an amount equivalent to the amount fixed as security deposit in the event of non fulfillment of any of the condition stipulated in this contract.
22. The firm should not employ the labour below the age of 14 years and shall also offer employment to Ex-servicemen and un-employed agriculture labourers as far as possible.
23. The firm engaging the labour for the work is solely responsible for any accident or death occurring to the labour who is carrying out the work ordered by the University and University shall not be held responsible for such occurrence and also for payment of compensation to labour.
24. As Examination related works are time-bound, they have to attend to it any time sincerely.
25. The data of the Examination are maintained and kept confidentially.
26. After completing the entire task of the examination, total application, Portal (Source code) should be handed over to the Controller of Examinations.
27. When the work starts with beginning 50% of the total cost involved is be given to the service provider the remaining 50% will be settled by the University after the completion of entire task.
28. If any interruption or discontinuance caused by the service provider, the entire amount has to be repaid and legal consequences be faced.