Tender Notice No..SII(2)/20531-1/2023   Dated : 04.12.2023

E-tenders under open tender system are invited by the undersigned for Virtual Desktop Infrastructure (VDI) Environment to evaluate the Answer Booklets.

(I) Tender inviting officer / Authority   : The Registrar
    Designation

(ii) Address   : The Tamil Nadu Dr. M.G.R. Medical University,
                                              No.69, Anna Salai, Guindy,
                                              Chennai-600 032.

(iii) Name of the work   : Virtual Desktop Infrastructure (VDI)
                                              Environment to evaluate the Answer
                                              Booklets.

(iv) Date of Publish of e-Tender form   : From : 04.12.2023 to 18.12.2023

(v) E.M.D   : As indicated in the Tender Document

(vi) Date of Pre Bid Meeting   : 11.12.2023 at 11:00 am

(vii) Closing Date of submission of   : 18.12.2023
       e-Tender Documents

(viii) Date of Opening of e-Tender   : 19.12.2023 at 11:00 a.m.
        Documents

(ix) Any other important criteria   :   Bidders should have previous experience
     prescribed by the Tender   in providing such services and should meet
     inviting authority   the qualification criteria prescribed in the
                                           tender document.

ANNEXURE - I

THE TAMIL NADU Dr. M.G.R. MEDICAL UNIVERSITY, CHENNAI

TECHNICAL SPECIFICATION FOR VIRTUAL DESKTOP INFRASTRUCTURE (VDI)
ENVIRONMENT TO EVALUATE THE ANSWER BOOKLETS.

SCOPE OF THE PROJECT

The Tamil Nadu Dr. M.G.R. Medical University, Chennai (www.tnmgrmu.ac.in) is designed to promote academic excellence in the field of Medical Sciences and to bridge the gap between Indian and International standards for Research in Health Sciences.

There are around 2,25,000 candidates from 780 institutions appearing for over 500 courses with the University examination spanning throughout the year. Approximately, 6,00,000 Answer scripts for Medical, Dental, AYUSH, Pharmacy, Nursing, Physiotherapy, Occupational therapy and Allied Health Science courses are being processed through Virtual evaluation mode for one year.

The University is using Virtual Desktop Infrastructure (VDI) to evaluate the Answer Booklets. The Evaluator may take the University allotted Answer Booklets in remote (either from home or from the working institution) evaluate and submit the same.

The Vendor will include all components of work for Virtual delivery of answer booklet evaluations, including training, infrastructure, submission of various reports etc. as required by the University (including for RTI/Verification and other purposes). This has been categorized in four broad phases:

1.1. Pre-Evaluation Phase:

1.1.1 Designing the evaluation plan and evaluation process in consultation with the University.

- The Vendor has to provide all the necessary infrastructure with support including server as flexible and required for the University environment. Complete Security management processes (Physical, hardware & Software security) to be followed.
- Evaluator handling process
- Click by Click Audit processes
- Other related processes involved during valuation.
- Training to the Evaluators and staff of the University for Virtual valuation towards capacity building of all involved stakeholder(s).

1.1.2 To prepare and provide documentation manuals for all processes step by step for safe and secure conduct of Evaluation, to be followed along with rules for contingency and exception handling/ emergency procedures.

1.1.3 To provide all necessary Hardware and Software required at all stages of the evaluation.

1.1.4 The software should have role based security mechanism, proper industry standard authentication and authorization mechanism to be implemented in the system.

1.1.5 Software should facilitate for audit trail for all the transactions /activities during operation of the system.

1.1.6 To provide and setup secured software for Authoring and completing the evaluation process.

1.1.7 The Answer Booklets to be evaluated through Virtual desktop based Infrastructure.

1.1.8 The scanned answer booklets will be securely made available by the University identified service provider.

1.1.9 The agency should install, operate and maintain their Servers in the University premises.

1.1.10 The accumulated Data back-up to be mapped with process of automated & incremental backup at a place to overcome natural uncertainties/calamities.

1.1.11. Hardware& Software to be provided by the Vendor
   a) The hardware and Work from Home (WFH) solutions to be provided by the vendor.
   b) VDI license and VDI Gateway licenses to be procured by the Vendor in the name of the University.
   c) Proper Antivirus solutions to be provided.
   d) VDI license for 250 Concurrent users to be provided. At any instance, if the University requires more than 250 concurrent users, then the required concurrent users needs to be provided. The increased (additional) number of concurrent users may be provide in 10s ie., increases of 10 concurrent users**.**
   e) The following software are to be supplied for Virtual valuation as follows:

Item No.	Item
1.	Windows Server –Academic edition
2.	Microsoft Client Access License (CAL) License – Academic edition for one year
3.	VDA (Virtual Desktop Access)License Academic edition for one year
4.	SSL Certificate to protect the cyber threat for one year

The cost will vary at the time based on the Dollar values.

1.2 Testing Phase:

Prior to the evaluation process, the selected service provider would submit the software testing report with the approval of selected evaluators deployed by the University and would be treated as per user acceptance.
1.2.1 The University would engage a few evaluators to check the processes and efficiency of the working atmosphere and the accuracy of the output.
1.2.2 The Accuracy and evaluation criteria to be cross-checked in presence of engaged evaluators.
1.2.3 In case of dissatisfaction of testing outcome/report the service provider would be considered to be defaulter in achievement.

1.3 Evaluation Phase:

1.3.1 To manage the evaluation process through VIRTUAL DESKTOP BASED INFRASTRUCTURE (VDI) solution.
1.3.2 To securely transmit and implement evaluators / evaluation details.
1.3.3 To provide unique username (Evaluator's PAN)/ password to the evaluators.
1.3.4 To arrange/provide adequate displays and provide required **i**nstructions/ information to the evaluators.
1.3.5 To maintain complete log of all activities of evaluators during the course of valuation to enable complete audit ability of the evaluation process.
1.3.6 To devise a system for monitoring (screen capturing with video and audio) and supervision of evaluation activities by the competent authority.

1.3.7 To transfer/export the data, including raw scores data from the local server to Central Server keeping in view sensitiveness of the data as referred to Information Leak Detection and Prevention. During the Data export, the log files to be maintained as per the industrial standards.

1.3.8 Server data to be secured at a designated site by a responsible official of the Service Provider in the presence of University IT team along with a back-up copy in an External Hard Disk to be handed over to the Registrar/COE/DCOE at the end of each day, with a backup.

1.4 Post Evaluation Phase:

To share the evaluation results

1.4.1 Supply of all reports generated through the software in the form of hard and soft copy as per format provided by the University with corrections/modifications, as and when required, during the entire period of contract. Reports also mobile enable to the University higher authorities (VC,COE,ACOE)

1.4.2 Certificate to the effect that no data in any form concerning the project or its outcome will be shared /supplied /sold to any party/individual by the service provider and the selected service provider will be liable under the relevant clauses of I.T. Act for any breach of this clause.

1.5 Features required-I:

1.5.1 During each evaluation there should be a online dashboard displaying the following –
(i) A Real-time based dashboard for monitoring of activates/progress of work at higher level
(ii) Daily consolidated evaluators count and details

1.5.2 Providing password for each and every evaluator.
1.5.3 Date wise working hours report of Evaluators.
1.5.4 The technology available with the service provider should be fully secured and any type of lapses in this mode will be the sole responsibility of the service provider and in the event of such a lapse, the University reserves the right to take necessary action which may include termination of the contract and forfeiture of all claims under this project.
1.5.5 Maintaining audit log of Evaluators.
1.5.6 Provision for forgot Password and secret question settings.
1.5.7 At the end of the day, time taken to complete the given assignment by the evaluator.
1.5.8 Evaluators feedback to be obtained.
1.5.9 Detailed audit log of evaluation.
1.5.10 Hands-on Training to Evaluators
1.5.11 Provision of Control on Evaluator / Review logging time in the system to prevent misuse of evaluations
1.5.12 Provision to display PAN Number in background of desktop.
1.5.13 The Reporting console should be facilitated with the print command to the Authorised Authorities such as COE/DCOE.
1.5.14 Daily Backup solutions for valuation and webcam footages are required.
1.5.15 One combined Reference Manual in long (zoom in /Zoom out) with screen shots to be made available on the home page.
1.5.16 One combined Reference Manual in short (Ready Reckoner), not exceeding two pages (printer-friendly) to be made available on the home page.
1.5.17 Provision to view the webcam footage **live** by the COE/DCOE. After completion of Valuation, the Webcam footage retrieval system (Examiner PAN-wise, Date-wise) is required. A Common helpline without disclosing the identity of the Service Provider is required.
1.5.18 Full backup has to be taken in the University provided external Hard disks including webcam footages. Raw-level formatting has to be done in the Server after completion of the work.
1.5.19 Adequate technical support personnel to be deployed by the vendor to take care of any technical issues during the Virtual valuation using VDI.

2.1. Features required-II:

1. Provide VDI Solution to work from anywhere on any device
2. Provide Virtual Desktop with Security.
3. Session recording from VDI should be stored in Servers provided by the vendor.
4. VDI Infrastructure Monitoring and Maintenance will be done by the Consultant.
5. The scanned Answer Booklets to be evaluated through virtual mode.
6. Record entire session of valuation including webcam recording of the evaluator, as well as screen capture.
7. The examiner's IP address to be watermarked in the Answer Booklets.
8. The Webcam footage to be captured and stored throughout the valuation of the answer script by the Examiner.
9. The webcam footage to be stored in the University provided external storage media and handed over to the University. Necessary daily-monthly reports to be sent to the Controller of Examinations.
10. During the contract period, if any technical/financial benefits passed on from the VDI/Microsoft to the customer, that should be passed on to the Medical University.
11. The Contract is valid for One year.
12. The vendor shall exercise all reasonable skill, care and diligence in the discharge of their duties under the Agreement.
13. The Consultant shall not have the benefit, whether directly or indirectly or any royalty on or any gratuity or commission in respect of any person other than the University any documents or reports or part thereof relating to this Agreement.
14. The ownership and proprietary rights of all the software including source code, computer media or other outcome developed by the vendor under this agreement shall vest with the University.
15. All the documents/reports what so ever prepared by the vendor under this contract will be the property of the University. The vendor should maintain the Oath of Secrecy for all the information collected from the University. The vendor shall keep all documents and reports relating to this Agreement **Confidential**. The vendor shall not publish or supply to any person other than the University any documents or reports or part thereof relating to this agreement.

Qualifications required

1. The Tenderer should have five years of working experience related to University / Government / Autonomous / Quasi-Government Departments and a copy of the purchase orders and successful implementation to be enclosed.

2. Minimum of two years previous relevant experience in digital/Computer based VDI evaluation and assessment, in any University, should have been successfully implemented the Computer Based Monitoring system.

3. Average turnover of Rs. 10 crores or more during last three years.

2.8. Responsibilities of the University
   a) Provide physical space for hosting the vendor's server hardware.
   b) Provide necessary power and cooling to servers 24 x7.
   c) Provide Internet through available firewall.

Penalty:

 3.1 In case the University is of the view that the work has not been performed satisfactorily and cannot be professionally performed by the Firm, the University shall in addition to forfeiture of

Performance Security shall be entitled to terminate the agreement without giving any notice and in that case the University would not be liable to pay any amount to Firm under the agreement nor Firm shall claim any amount on any account from the University. In case any amount is already paid to the Firm, the University would be entitled to claim refund of the amount with interest or any other consequential loss.

Any amount which would be paid by the University and which would be the liability of the University and which may be recovered from the University by any person on account of errors/mistakes of the Firm or any loss incurred by the University in executing the remaining work by any other service provider or any such damages besides the damages stipulated herein before would also be the liability of the Firm and would be paid by the Firm to the University without any objection of any type.

3.2 The time schedule as mutually agreed/SLA between the University and the Service Provider will have to be strictly adhered to for the execution of the work. In case of delay, a penalty @ the rate of 6% per day on the amount of the bill will be imposed subject to a maximum penalty of 30% of the amount of the Bill.

3.3 The Firm should be responsible to make all arrangements to ensure complete security, secrecy and safe custody of hard/soft copies. All transit risk will be to Firm's account.

3.4 Upon completion of work, the Firm shall furnish an undertaking that data shall not be given/transferred to any person/firm/agency and the same has been destroyed. In case any discrepancy/ breach is noticed by the University, the firm will be blacklisted and appropriate fitting penalty/action in court of law including criminal proceedings shall be initiated by the University.

3.5 Liability of bidder to be full and absolute to the value of the work award.

3.6 The decision of the concerned Controller of Examinations / Deputy Controller of Examinations on the total number of errors in calculation of penalty shall be final and binding on Service Provider.

3.7 The decision of the University of imposing penalty shall be final and binding on the Service Provider and shall not be open to any challenge in any court of law or in any arbitration proceedings.

RENEWAL: The agreement can be renewed for another two years on yearly performance basis on similar terms and conditions on satisfactory performance of services. The University during the period of any such extension can terminate the agreement at any time without assigning any reason. However, renewal of the contract shall be on the quoted rate without any price escalation and the service provider shall give a written undertaking that it is not providing similar services to any public or private organization on rates lower than the rates offered to the University and that in case of any downward trend in the market rates, the benefits shall be passed to the University. Under no circumstances contract can be extended beyond three years.

This University will provide the URL https://mydesk.tnmgrmu.ac.in through which the Vendor's valuation servers (to be kept in the University Premises) to be connected. The Vendor will store the footage of the Examiner's webcam through VDI Workspace app using Virtual Desktop Agent (VDA).

The specification for Examiner's remote client device (Desktop or Laptop) are given below:
- Processor: Intel core i5 8 gigahertz (GHz) or higher
- RAM: Minimum 8 GB or higher
- Hard drive space: Minimum 50GB or higher

- Internet : Minimum 1 Mbps broad band
- Operating system: Mac/Unix/Windows 10 or above (Windows 10 recommended)
- Use Laptop with integrated webcam or USB webcam model for laptops and Desktops from leading brands like HP, Dell, etc. with camera.
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The Vendor has to provide the instructions to the Examiners for Virtual valuation. The Vendor has to provide online support to the Examiners as required, on all working days in a defined valuation time.

ANNEXURE – II

TECHNICAL BID

THE TAMIL NADU Dr. M.G.R. MEDICAL UNIVERSITY, CHENNAI – 600 032
TENDER SCHEDULE FOR   VIRTUAL DESKTOP INFRASTRUCTURE
(VDI) ENVIRONMENT TO EVALUATE THE ANSWER BOOKLETS.

Sl.No:	The Firm should furnish the following details along with proof of documents	
01	Name of the Firm	
02	Nature of the Business	
03	Address of the Registered Office	
04	Telephone No. / Mobile No. & E.mail	
05	Status of the Firm (a) Proprietorship (b) Partnership (c) Private Limited (d) Public Limited	
06	Annual turnover of the Firm for the past three years	
07	Location of the Firm	
08	Maintenance of Branches in Chennai City / other areas	
09	To furnish the details of the similar work under taken in any Government Agencies and furnish the photocopy of the order.	
10	Date, month and year of Establishment of the Business	
11	To furnish the copy of the PAN / GST card in the Name of proprietor or firm	
12	Whether the Firm already had installed any software with the Tamil Nadu Dr. M.G.R. Medical University, Chennai. If so, furnish the details of the transactions.	
13	Income Tax statement of last three years	
14	EMD Payment Particulars	
15	The Demonstration to be done at the time of opening Technical Bid.	

Station   :   **SIGNATURE OF TENDERER**

ANNEXURE – III

COMMERCIAL BID

THE TAMIL NADU Dr. M.G.R. MEDICAL UNIVERSITY, CHENNAI – 600 032

TENDER SCHEDULE FOR VIRTUAL DESKTOP INFRASTRUCTURE (VDI) ENVIRONMENT TO EVALUATE THE ANSWER BOOKLETS.

Sl.No:	DESCRIPTION OF THE WORK	RATE (inclusive of all charges)	Amount in Rs (Tax as applicable in Government in force)
1.	VDI license for 250 Concurrent users for one year		
2.	Additional license for every 10 concurrent users for one month		
3.	Windows Server –Academic edition per year		
4.	Microsoft Client Access License (CAL) –Academic edition for one year		
5.	VDA (Virtual Desktop Access) License Academic edition for one year		
6.	SSL Certificate to protect from cyber threat for one year		
7.	Server Edition Antivirus for one year		
8.	Hardware required for the above for one year		
	Total (in Rupees)		

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SIGNATURE OF THE TENDERER WITH SEAL

THE TAMIL NADU Dr. M.G.R. MEDICAL UNIVERSITY,

No.69, ANNA SALAI, GUINDY, CHENNAI – 600 032.

e-TENDER DOCUMENT NO: 2

File No.SII(2)/20531-1/2023

VIRTUAL DESKTOP INFRASTRUCTURE (VDI) ENVIRONMENT TO EVALUATE THE ANSWER BOOKLETS

<u>THE TAMIL NADU Dr. M.G.R. MEDICAL UNIVERSITY, CHENNAI</u>
<u>TENDERDOCUMENT</u>
<u>TERMS AND CONDITIONS FOR   VIRTUAL DESKTOP INFRASTRUCTURE (VDI)</u>
<u>ENVIRONMENT TO EVALUATE THE ANSWER BOOKLETS</u>

1. <u>DUE DATE</u>

   The closing date of receipt of e-Tender 18.12.2023.

2. <u>MODE OF DESPATCH OF TENDERS:</u> e-Tender

3. <u>SUPERSCRIPTION:</u>

   The complete list of all the documents uploaded by the bidders must be tabulated in a single page super-scripted as "e-Tender for Virtual Desktop Infrastructure (VDI) Environment to evaluate the Answer Booklets.

4. <u>EARNEST MONEY DEPOSIT</u>

1) Each tender should be accompanied by an Earnest Money Deposit to the value of INR 25,000/- (Indian Rupees Twenty Five Thousand only) for e-Tender for Virtual Desktop Infrastructure (VDI) Environment to evaluate the Answer Booklets. The tender documents received without the EMD will be summarily rejected. The above EMD amount held by this University till it is returned to the Tenderer will not earn any interest therefor. The EMD of the unsuccessful tenderer will be returned after the acceptance of the successful tenderer at the expenses of the tenderer within a reasonable time consistent with the rules and regulations in this behalf. The EMD of the successful tenderer will be returned only after the successful completion of the hand hold period.

2) The Small Scale Industrial Units in the State of Tamil Nadu registered with the SIDCO or anywhere in the country registered with the National Small Industries Corporation are exempted from payment of EMD / Security Deposit in respect of Tenders called for. The S.S.I Units in Tamil Nadu are also exempted from payment of E.M.D/S.D subject to the submission of existence certificate and capacity certificate for the particular item of tender

issued by the Director or the General Managers of District Industries Centers. SSI Units registered in other States except those registered with NSIC will however not be eligible for the aforesaid concessions on payment of E.M.D / S.D. Tender forms and other connected documents will be issued at free of cost to the above categories of SSI Units. The SSI Units will however be required to execute proper agreements including a clause to the effect that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the SSI Units shall pay penalty of an amount equivalent to E.M.D / S.D. or an amount equal to the actual loss incurred by the University.

5. <u>DETAILS TO BE FURNISHED AND MODE OF PRESENTATION:</u>

a) The tenders should contain particulars like the name and addresses of the tenderer, Basic cost, GST, delivery charges, freight, PAN and other levies that may be applicable be shown separately.

b) The rates should be quoted as per specification and should be indicated clearly both in words and figures. The tenderer should sign with full signature and attest any scoring or overwriting. The rate quoted should be free from erasures, overwriting, smudging etc., The rate quoted should be firm and should not be changed subjected to any variation clauses.

c) Being a Government Autonomous Body rendering Research & Education service to the students community, special price should be offered as applicable to these categories in Government Departments.

d) Audited annual accounts duly authenticated by a Chartered Accountant showing the details of annual turnover exclusively in the software working development / business should be furnished by the Tenderer.

e) Evidence such as Registration Certificate issued by competent authority for the establishment of business as proof should be enclosed along with PAN No, TIN Number CGST, SGST Nos.

6. PRE-QUALIFICATIONS :

The tenderer who satisfies the following qualifications/norms are alone eligible to participate in the tender.

a. The Tenderer should have five years of actual /direct software development, working experience related to University/Government/ Autonomous/Quasi-Government Departments and a copy of the purchase orders and successful implementation to be enclosed.

b. Minimum of Two Years previous relevant experience in digital/Computer based evaluation and assessment in any University, should have been successfully implemented the Virtual Desktop Infrastructure (VDI) Environment to evaluate the answer booklets. (copies of the relevant experience certificate / proof to be enclosed).

c. Average turnover of Rs.10 Crores or more during last Three Years.

7. OPENING OF TENDER:

The tenders received upto 18.12.2023 will be opened online by the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, or any other officer authorized by him on behalf of the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 at 11:00 a.m. on 19.12.2023.

8. Deficiency of Service : If the University found any deficiency in service by the Successful tenderer during the tenure of the work. The tenderer will have to pay the University unliquidated damages which will be arrived at by the University at that point of time. In addition, the University will black list the successful tenderer for their non-performance and deficiency in service.

9. AGREEMENT:

a. The successful tenderer shall execute an agreement as in the Annexure – I for the due fulfillment of the contract in a Non-Judical stamp paper of the value of Rs.500/- (Rupees Five Hundred only) within 5 (five) days from the date of acceptance of the tender for Virtual Desktop Infrastructure (VDI) Environment to evaluate the Answer Booklets specified in the supply order issued by the University.

b. The expenses incidental to the execution of agreement shall be borne by the successful tenderer.

c. 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 right of the University and to recover any consequential loss from the successful tenderer.

10. <u>SECURITY DEPOSITS:</u>

a. The successful tenderer will be required to remit the Security Deposit equivalent to 6% (Six) percent of the value of the work order within fifteen days (15) from the date of receipt of communication intimating the acceptance of the tenders by way of e-payment. If the accepted tenderer fails to remit the Security Deposit within the stipulated period, the Earnest Money Deposit remitted by him will be forfeited by The Tamil Nadu Dr. M.G.R. Medical University, Chennai – 600 032 and their tender application will be held void. Supply order will be released after execution of the above agreement by the successful tenderer and after the remittance of Security Deposit.

b. The Security Deposit furnished by the tenderer in respect of his tender application will be returned to him after the successful completion of the work subject to the condition that the tenderer has rendered service to the entire satisfaction of The Tamil Nadu Dr. M.G.R. Medical University, Chennai – 600 032 without any complaint from the user Departments of this University . If the successful tenderer fails to fulfill the same, the work will be carried out by the University by engaging third party and the expenses incurred therefor will be recovered from the Security Deposit amount.

11. <u>Virtual Desktop Infrastructure (VDI) Environment to evaluate the Answer Booklets :</u>

a. The Virtual Desktop Infrastructure (VDI) Environment to evaluate the Answer Booklets should be made strictly in accordance with the specifications given in the Annexure – I. It should be made as per the schedule as prescribed by The Tamil Nadu Dr. M.G.R.

Medical University, Chennai – 600 032 along with the placement of firm orders.

b. If the Virtual Desktop Infrastructure (VDI) Environment to evaluate the Answer Booklets are not effected before the specified period from the date of work order, the Tamil Nadu Dr. M.G.R. Medical University, Chennai – 600 032 shall have the authority to cancel the order and to take any such action, as deemed fit in the circumstance, for the Virtual Desktop Infrastructure (VDI) Environment to evaluate the Answer Booklets from elsewhere and the loss sustained by the University will be collected from the tenderer.

12. PAYMENT OF COST:

a. The successful tenderer should furnish the bill of cost in triplicate on completion of examination work through the Controller of Examinations. The TDS on IT, Sales Tax and applicable Taxes etc., will be deducted from the bill as per rules in force.

b. The payment will be made through RTGS/NEFT.

13. FORFEITURE OF EARNEST MONEY DEPOSIT:
     If the Successful Tenderer fails to act according to the tender conditions or backs out after his tender has been accepted, his Earnest Money Deposit will be forfeited to the Tamil Nadu Dr. M.G.R. Medical University, Chennai – 600 032.

14. 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 person or persons or body corporate. He shall not under let or sublet the work to any person/s or body corporate the execution of the contract or any part thereof.

15. ACCEPTANCE AND WITHDRAWAL:

   a. The final acceptance of the tender is entirely vested with the Registrar, The Tamil Nadu Dr. M.G.R. Medical University who reserves the right to accept or reject, any or all of the tenders without assigning any reason whatsoever. There is no obligation on the part of The Tamil Nadu Dr. M.G.R. Medical University to communicate with rejected tenderers. After the acceptance of the tender by the Tamil Nadu Dr. M.G.R. Medical University, the

tenderer shall have no right to withdraw his tender or claim higher price.

b. Tenders with incomplete information will not be entertained and without supporting documents towards proof of details furnished will be summarily rejected.

16. PENALTY FOR NON-FULFILMENT OF CONDITIONS:

The Successful Tenderer shall agree that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the tenderer shall pay as penalty an amount equivalent to 10 (Ten) percent (%) of total value of the work or equal to the actual loss incurred by the tenderer whichever is greater. This provision applies up to the end of the life cycle of the contract period.

17. MODIFICATION:

Any modification to the terms and conditions shall be made only with the mutual consent of both the parties to the agreement.

18. . LEGAL JURISDICTION:

The Legal Jurisdiction shall be the courts at Chennai only.

19. TERMINATION OF CONTRACT :

During the contract period, if the University is not satisfied with the services of the contractor or the Supply Order will be entrusted any third party without knowledge of the tenderer, the above said work will be terminated. In such cases, the University shall give an advance intimation of not less than 30 days to the supplier. In the event of unsatisfactory, the University reserves the right to claim damages for non-fulfillment of the supply.

20. GENERAL:

The tenderer while sending their tenders should enclose a copy of the condition 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.