

Tender Document

**Tender for Supply of
DENTAL MATERIALS**

**For Raja Muthiah Dental College Hospital
Annamalai University,
Annamalainagar**

Tender No. RMDCH/14/D2/2019-20



**Registrar
Annamalai University
Annamalainagar 608 002
Tel: 04144-238259, Fax: 04144-238080**

**(Visit us at)
<http://www.annamalaiuniversity.ac.in>**

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Part I Tender Notice



Accredited with "A" Grade by NAAC

Tender Ref: No. RMDCH/14/D2/2019-2020

NOTICE INVITING TENDER

Office of Issue	Registrar, Annamalai University, Annamalainagar – 608 002
Tender No.	<u>RMDCH/14/D2/2019-20</u>
Tender Forms Available at Website	http://www.annamalaiuniversity.ac.in
Date and Time of Issue/Publishing	01.07.2019 at 10.30 AM
Document Download/Sale Start Date & Time	01.07.2019 at 10.30 AM
Tender Submission Start Date & Time	01.07.2019 at 10.30 AM
Tenders Submission Last Date & Time	15.07.2019 at 02.00PM
Date and Time of opening of Technical bid	15.07.2019 at 03.00PM
Place of opening of Technical bid	Special Cell, Annamalai University, Annamalainagar – 608 002
Date of opening of Financial bid	To Be intimated later

On behalf of Annamalai University Tenders are invited for **supply of DENTAL MATERIALS** for Rajah Muthiah Dental College Hospital, Annamalai University from **Original Manufacturers (OEM) or Authorized distributors / Authorized Dealers / Indian Companies**. Prices quoted should be F.O.R. Destination, inclusive of all levies and taxes and packing & forwarding charges etc. The GST No. should be compulsory Quoted in the Price Bid.

Tenderer shall have to deposit **EMD of Rs. 15,000/- (Rupees Fifteen thousand only)** in the form Demand Draft drawn on any scheduled bank payable at Annamalainagar in favour of **"The Registrar, Annamalai University, Annamalainagar - 608001"** along with the tender.

Tender Document is available on Website www.annamalaiuniversity.ac.in for downloading purpose. A crossed Demand Draft/ Bankers' cheque of Rs. 2000/- from any Scheduled Bank payable at Annamalainagar should be enclosed in favor of "The Registrar, Annamalai University, Annamalainagar-608002" as Tender fee amount.

**Registrar,
Annamalai University
Contact No. 04144-238259**

Part - II

INSTRUCTIONS TO TENDERS**A. INTRODUCTION****1. DEFINITIONS:**

- (a) "The Purchaser" means the Registrar, Annamalai University.
- (b) "The Tenderer" means the individual or firm who participates in this tender and submits bid.
- (c) "The Supplier" means the individual or firm supplying the goods under the contract.
- (d) "The Goods" means all the equipments, which the Supplier is required to supply to the Purchaser under the contract.
- (e) "The Advance Purchase Order" means the intention of Purchaser to place the Purchase Order on the tender.
- (f) "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

2. ELIGIBLE TENDERER:

This invitation for tender is open to **Original Manufacturers (OEM)/ Authorized Dealers / Authorized distributors / Indian Companies** of the tendered material as given in Annexure-I. The Tenderer/bidder must have a Permanent Account Number (PAN). A copy of PAN is to be submitted. The Tender must have a currently valid Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate. A copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate is to be submitted.

3. COST OF TENDER:

The tender shall bear all costs associated with the preparation and submission of the tender. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. THE TENDER DOCUMENTS:**4. TENDER DOCUMENTS:**

- 4.1 The goods required, tender procedures and contract terms are prescribed in the Tender Documents. The Tender Documents include:
 - (a) Notice Inviting Tender (Part I)
 - (b) Instructions to Tenderer (Part II)
 - (c) General (Commercial) Conditions of the Contract (Part III)

- (d) Special Conditions of the Contract (Part IV)
 - (e) Technical Specifications and Schedule of Requirements (Annexure I)
 - (f) Format for Tender Form (Annexure II)
 - (g) Price Schedules (for reference & read only purpose) (Annexure III)
 - (h) Format for Performance Security Bond Form (Annexure IV)
 - (i) Format for Contract Form (Annexure V)
 - (j) Format for Letter of authorization to attend tender opening (Annexure VI)
 - (k) Check list and order in which the documents are to be submitted for Technical bid (Annexure VII)
 - (l) Check list and order in which the documents are to be submitted for Financial bid (Annexure VIII)
 - (m) Format for Tender Acceptance Letter (Annexure IX)
- 4.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender Documents.

Failure to furnish all information required as per the Tender Documents or submission of tender not substantially responsive to the Tender Documents in every respect will be at the tenderer's risk and may result in rejection of the tender.

5. CLARIFICATION OF TENDER DOCUMENTS:

- 5.1 A prospective tenderer, requiring any clarification of the Tender Documents shall notify the Purchaser. The Purchaser shall respond to any request for clarification of the Tender Documents in given specific Date & Time and clarification by the Purchaser shall be sent to the prospective tenderer by post / email.
- 5.2 Any clarification issued by Annamalai University in response to query raised by prospective tenderer shall form an integral part of tender document and it may amount to an amendment of relevant clauses of tender document.

6 AMENDMENT OF TENDER DOCUMENTS:

- 6.1 At any time, prior to the date of submission of tender, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the tender documents by amendments.
- 6.2 The amendments shall be notified only through corrigendum's, if any.
- 6.3 In order to afford prospective tenderer reasonable time in which to take the amendments into account in preparing their tender, the Purchaser may, at its discretion, extend the deadline for the submission of tender suitably.

C. PREPARATION OF TENDER

7. DOCUMENTS COMPRISING THE TENDER:

Tender under two envelopes/ cover system comprising of **(1) The Technical bid and (2) Price bid should be submitted.**

- 7.1 **The technical bid should contain the scanned copy of following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top of documents.**

(a) Tender security in the form of Bank Draft for Rs. 15,000 /-.

- (b) The Check list **[as per Annexure- VII]**
- (c) Letter of Authorization to attend tender opening **[as per Annexure – VI]**
- (d) Power of Attorney **[As per clause 14.2 of Part II]**
- (e) Clause by Clause compliance demonstrating substantive responsiveness to the commercial condition by signing and stamping on all the pages of the original tender document No. RMDCH/14/D2/2019-20 (containing 29 pages) by authorized person(s) **[as per clause 11.1 of Part II]**
- (f) Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be. **[as per clause 10.1 of Part II]**
- (g) Copy of Income Tax Return for last two Financial Years **[as per clause 10.1 of Part II]**
- (h) Copy of PAN **[as per clause 10.1 of Part II]**
- (i) Copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate **[as per clause 10.1 of section II]**
- (j) Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years **[as per Clause 10.1 of Part II]**
- (k) No near relative certificate **[as per Clause 31 of Section II]**
- (m) Tender Acceptance Letter **[as per Annexure-VIII]**

7.2 The pricing bid shall contain:

- (a) The check list [as per Annexure—VII]**
- (b) Tender Form [as per Annexure – II]**
- (c) Price schedule (Bill of Quantity / Price Bid as per Annexure III) and to be submitted.**

IMPORTANT

The tenderer must carefully follow the instructions to submit the tender.

Tender Acceptance Letter {Annexure-VIII should be filled, signed and stamped/certified properly.

8. TENDER FORM:

The tenderer shall complete the Tender Form (Annexure-II) and the appropriate Price Schedule (Annexure-III) furnished in the Tender Documents, indicating the goods to be supplied, a brief description of the goods and quantity.

9. TENDER PRICES:

9.1 The tenderer shall give the total composite price inclusive of all levies and taxes (inclusive of VAT). The basic unit price and all other components of the price need to be individually indicated against the goods it proposed to supply under the contract as per price schedule given in **Annexure-III**. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the purchaser.

9.2 Prices indicated on the Price Schedule shall be entered in the following manner:

- (i) The price of the goods shall be quoted as total unit price (inclusive of all taxes and levies including VAT) for each individual item.
- (ii) The tenderer shall quote only one price for each item.
- (iii) The total price for each individual item shall be entered after multiplying the quantity with total unit price.
- (iv) The total cost shall be calculated after adding the total price of each individual item i.e. addition of entries in column no. (f) for S. No. 1 to 52 shall constitute the total cost. And pricing bid evaluation shall be done on L-1 of this total cost.**
- (v) Total price of tendered items may be shown in both words and figures and in case of difference the amount shown in words shall prevail and shall be considered for all purposes during the entire period of Tender.
- (vi) Taxes, if any, have to be indicated separately otherwise it will be presumed that quoted prices are inclusive of Taxes and Taxes shall be paid separately.

9.3 The prices quoted by the tenderer shall remain firm and fixed during the entire period of contract and shall not be subject to variation on any account. A tender submitted with an adjustable price quotation is to be treated as non-responsive and rejected.

9.4 The prices quoted shall remain valid for 150 days from the date of opening of Pricing Bid and in respect of accepted Tender the prices quoted shall remain valid during the entire period of contract.

9.5 The unit price quoted by the tenderer shall be sufficient in detail to enable the purchaser to arrive at prices of equipment / goods offered.

9.6 “DISCOUNT”, if any, offered by the tenderer shall not be considered unless they are specifically indicated in the price schedule. Tenderer desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

9.7 The price approved by the Annamalai University for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para 9.1 above. Break up in various heads like Custom duty, Excise duty, Sales Tax, Insurance freight and other taxes paid/payable as per clause 9.2 is for the information of the purchaser and any changes in the taxes shall have no effect on the price during the scheduled delivery period.

10. DOCUMENTS ESTABLISHING TENDERER'S ELIGIBILITY AND QUALIFICATION:

10.1 The tenderer should **submit**, as part of his tender documents establishing the tenderer's eligibility; all the following documents or whichever is required as per terms and conditions of tender documents.

- (i) Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be.
- (ii) Registration Certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India.
- (iii) Approval from Reserve Bank of India/ SIA in case of foreign collaboration.
- (iv) Copy of Income Tax Return for last two Financial Years
- (v) Copy of PAN
- (vi) Copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate
- (vii) Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years. The firm must furnish the certificate in following format (signed and stamped by the authorized signatory):

“It is certified that the firm M/s..... has not been blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years.”

11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO TENDER DOCUMENTS:

- 11.1 The documentary evidence in conformity with the Tender Documents may be in the form of literature and data and the tenderer shall furnish a clause-by-clause compliance on the Annamalai University's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specifications and commercial conditions **in the form of signing & stamping all the pages of the original tender document by the authorized person/persons.** In Case of deviations a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the tender. A tender without clause-by-clause compliance shall not be considered.

The goods/equipment offered must have ability to meet the technical specifications. Necessary document to substantiate this shall have to be submitted along with the offer by the supplier.

12. TENDER SECURITY:

- 12.1 Pursuant to Clause 7 the tenderer shall furnish, as part of his tender, an EMD/ tender security for an amount of **Rs.15,000/- (Rupees fifteen thousand only)** in the form of Demand Draft/ Banker's Cheque from any scheduled Bank in Annamalainagar in favour of "**The Registrar, Annamalai University, Annamalainagar-608002**", valid for a period of 150 days from the date of Tender opening.
- 12.2 The tender security is required to protect the Purchaser against the risk of tenderer conduct, which would warrant the tender security's forfeiture, pursuant to Para 12.6.
- 12.3 A tender not secured in accordance with Para 12.1 shall be rejected by the purchaser being non-responsive at the tender opening stage and returned to the tender unopened.**
- 12.4 The tender security of the unsuccessful tenderer will be discharged /returned to the tenderer at the earliest after evaluation of the tender and latest on or before the 30th day after the award of the contract.
- 12.5 The successful tenderer tender security will be discharged upon the tenderer acceptance of the advance purchase order satisfactorily pursuant to clause 27 and furnishing the performance security.

12.6 The tender security may be forfeited:

(a) If a tenderer withdraws his tender during the period of tender validity specified by the tenderer on the Tender form or

(b) In the case of a successful tenderer, if the tenderer withdraws or amends the tender or impairs or derogates from the tender:

- to sign the contract in accordance with clause 28
- to furnish performance security in accordance with clause 27.
- to supply the items within stipulated time as given in Purchase Order (Advanced or Firm).

13. PERIOD OF VALIDITY OF TENDERS:

13.1 Tender shall remain valid for 150 days after the date of tender opening prescribed by the Purchaser; pursuant to clause 19.1. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may request the tenderer's consent for an extension to the period of tender validity. The request and the responses thereto shall be made in writing. The tender security provided under Clause 12 shall also be suitably extended. A tenderer may refuse the request without forfeiting his tender security. **A tenderer accepting the request and granting extension will not be permitted to modify his tender.**

14. FORMATS AND SIGNING OF TENDER

14.1 The tenderer shall prepare the Technical and Pricing bids separately.

14.2 The copy of tender shall be typed or printed and all the pages numbered consecutively and shall be signed and stamped by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The letter of authorization shall be accompanied with written power of Attorney. The tender submitted shall be sealed properly.

14.3 The tender shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer in which case such corrections shall be signed by the person or persons authorized for signing the tender.

D. SUBMISSION OF TENDERS

15.1 Tenderer should submit in time i.e. on or before the bid submission time.

15.2 Tenderer should prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The originals should be submitted to the Tender Inviting Authority, on or before the last date & time of tender submission.

15.3 Tenderer shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

16. LATE TENDERS:

16.1 Any tender will not be strictly received by the Purchaser after the deadline for submission of tenders is over.

E. TENDER OPENING AND EVALUATION**17. OPENING OF TENDERS:**

17.1 Tender opening committee will open the tenders in the presence of tenderers or their authorized representatives who chose to attend on opening date and time. The tenderer's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the tenderer before they are allowed to participate in tender opening (A Format is given in **Annexure- VI**).

17.2 A maximum of two representatives for any tenderer shall be authorized and permitted to attend the tender opening process.

17.3 The date fixed for opening of tenders, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the tenders will be opened in the next working day, time and venue remaining unaltered.

18. CLARIFICATION OF TENDERS:

18.1 To assist in the examination, evaluation and comparison of tenders the Purchaser may, at its discretion ask the tenderer for the clarification of its tender. The request for clarification and the response shall be in writing. **However, no post tender clarification at the initiative of the tenderer shall be entertained.**

19. TECHNICAL EVALUATION:

19.1 Purchaser shall evaluate the technical bids to determine whether they are complete, required securities/sureties have been furnished, the documents have been properly signed and the bids are generally in order.

19.2 Prior to the Pricing Bid opening, pursuant to clause 20, the Purchaser will determine the substantial responsiveness of each tender to the Tender document. For purposes of these clauses, a substantially responsive tender is one, which conforms, to all the terms and conditions of the Tender Documents without material deviations. The Purchaser's determination of tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

19.3 **A tender determined as substantially non-responsive will be rejected by the Purchaser and shall, not subsequent to the tender opening, be made responsive by the tenderer by correction of the non- conformity, or by submitting additional documents.**

20. PRICING BID OPENING/ PRICING EVALUATIONS AND COMPARISON OF SUBSTANTIALLY TECHNICAL RESPONSIVE TENDERS:

20.1 **The purchaser shall shortlist those who are eligible and have submitted substantially technical responsive bid for opening of pricing bid. Successful Tenderer would be called to attend opening of pricing bids. The Pricing Bids of Technically unsuccessful tenderer would not be opened unopened by Annamalai University.**

20.2 The Bill of Quantity / Price Bid if found modified/tampered by the tenderer except for the permitted cells, then the tender will be rejected.

20.3 **The evaluation and comparison of responsive tenders shall be done on the price of the goods offered inclusive of Levies & Taxes i.e., Sales Tax, VAT & Excise Duty, packing, forwarding, freight and insurance etc. as indicated in the Price Schedule given in Annexure-(III) of the Tender Document.**

20.4 **The evaluation shall be done on L-1 vendor of Total Cost of tendered items.** (As given in Annexure – III)..

20.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

21. CONTACTING THE PURCHASER:

21.1 Subject to Clause 20, no tenderer shall try to influence the Purchaser on any matter relating to its tender, from the time of the tender opening till the time the contract is awarded.

21.2 **Any effort by a tenderer to influence the Purchaser in the Purchaser's tender evaluation, tender comparison or contract award decision shall result in the rejection of the tender.**

F AWARD OF CONTRACT:

22. PLACEMENT OF ORDER

The Purchaser shall consider placement of orders for commercial supplies on those tenderer whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/validated by the purchaser.

23. PURCHASER'S RIGHT TO VARY QUANTITIES:

In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 25% of the quantities of goods and services contained in the running tender/ contract within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

24. PURCHASER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:

The Purchaser reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected tenderer or tenderer on the grounds for the Purchaser's action.

25. ISSUE OF ADVANCE PURCHASE ORDER:

25.1 The issue of an Advance Purchase Order shall constitute the intention of Purchaser to enter into the contract with the tenderer.

25.2 The tenderer shall within 7 days of issue of an advance purchase order, give his acceptance along with performance security in conformity with **Annexure-IV** provided with the tender documents.

26. SIGNING OF CONTRACT:

- 26.1 The issue of firm purchase Order and Signing of Contract Form shall constitute the award of contract on the tenderer.
- 26.2 Upon the successful tenderer furnishing of performance security pursuant to clause 27, the Purchaser shall discharge its tender security, pursuant to clause 12.

27. ANNULMENT OF AWARD:

Failure of the successful tenderer to comply with the requirement of Clause 28 of the tender document shall constitute sufficient ground for the annulment of the award and forfeiture of the tender security in which event the Purchaser may make the award to any other tenderer at the discretion of Purchaser or call for new tenders.

28. While all the conditions specified in the Tender documents are critical and are to be complied, special attention of tenderer is invited to the following clauses of the tender documents. **Non-compliance of any one shall result in outright rejection of the tender.**

(i) Clause 14.1 of Section II: The bids will be recorded/ returned unopened if covers are not properly sealed.

(ii) Clauses 11.1 & 12.1 of Part II: The tenders will be rejected at opening stage if Tender security is not submitted as per Clauses 12.1 and tender validity is less than the period prescribed in Clause 12.1 mentioned above.

(iii) Clause 2 & 10 of Part II: If the eligibility condition as per clause 2 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 2 and Clause 10 of section II are not enclosed, the tenders will be rejected without further evaluation.

(iv) Clause 10.1 of Part II : If clause-by-clause compliance in form of signing and stamping all the pages of the original tender by the authorized person(s) and deviation statements as prescribed are not given, the tender will be rejected. **In case of no deviations, a statement to that effect must be given.**

(v) Annexure-III: Prices are not filled in as prescribed in price schedule.

(vi) Part II clause 9.6 on discount which is reproduced below:

“Discount, if any, offered by the tenderer shall not be considered unless specifically indicated in the price schedule. Tenderer desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account”.

29. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the suppliers whose equipment does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.
30. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
31. The tenderer should give a certificate that none of his/her near relative is working in the units where he/she is going to apply for the tender. The Tenderer or its authorized signatory should furnish certificate saying that none of the near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state is working in the unit where the tender is being applied. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Tender Security will be forfeited at any stage whenever it is noticed and

Annamalai University will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family (HUF).

(b) Husband and Wife.

(c) If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter-in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law). The format of the certificate to be given is as follows:

"I.....s/o.....r/o..... hereby certify that none of relative(s) as defined in the tender document (Tender No. AU/Stationery/Tender/01/2016-17) is/are employed in Annamalai University as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, Annamalai University shall have the absolute right to take any action as deemed fit, without any prior intimation to me."

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**1. APPLICATION:**

The General Conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

2. STANDARDS:

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Annexure-I.

3. PATENT RIGHTS:

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

4. PERFORMANCE SECURITY:

4.1 The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of the contract within **7 days** from the date of issue of Advance Purchase Order by the Purchaser.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

4.3 The Performance Security Bond shall be in the form of Bank Guarantee only issued by a Scheduled Bank and in the form provided in '**Annexure-IV**' of this Tender Document. The validity of Performance Guarantee shall be 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

4.4 The Performance Security Bond will be discharged by the Purchaser without interest after a period of sixty days beyond completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

5.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to production data shall be furnished to the inspectors at no charge to the purchaser.

5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.

5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the stationeries on receipt in the Purchaser's premises will also be tested before "take over" and if any stationery thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.

5.4 If any stationery thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective stationery good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of stationery as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in *the stationery which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking over Certificate".
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY:

- 6.1 Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents shall commence immediately on placement of Purchase Order EVERY MONTH or as per actual requirements and be completed within **ONE WEEK** thereafter each month.

7. WARRANTY:

- 7.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material or workmanship such as inadequate quantity of material to meet requirements, inadequate contact protection or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twelve months after the stores have been taken over under clause 5.5 above.
- 7.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the stationery under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the stationery so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 7.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

8. PAYMENT TERMS:

8.1 100% Payment shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

- (i) Invoice
- (ii) Delivery Challan/ Bills in duplicate duly pre-receipted
- (iii) Supplier certificate for dispatch
- (iv) Excise gate pass / invoice or equivalent document in case of manufacturer.
- (v) Consignee receipt

8.2 No payment will be made for goods rejected at the site on testing.

9. PRICES

- 9.1 (i) (a) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Tender.
- (b) In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.
- (ii) (a) Prices once fixed will remain valid during the schedule delivery period. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.
- (b) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

10. CHANGES IN PURCHASE ORDERS

10.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

- (a) Specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- (b) The method of transportation or packing;
- (c) The place of delivery; or
- (d) The services to be provided by the supplier.

10.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

11. SUBCONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

12. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 12.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchasers reserves the right to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 12.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 12.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 4 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.
- 12.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

13. LIQUIDATED DAMAGES

- 13.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 13.2 below.
- 13.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed supply for each week of delay or part thereof for a period up to 10 (TEN) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another **TEN weeks** of delay. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.**

14. FORCE MAJEURE

- 14.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 14.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in

possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

15 TERMINATION FOR DEFAULT

- 15.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part
- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 14;
 - b) If the supplier fails to perform any other obligation(s) under the Contract; and
 - c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 15.2 In the event the purchaser terminates the contract in whole or in part pursuant to Para 15.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

16. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

17. ARBITRATION

- 17.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Registrar, Annamalai University or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to his own duties or otherwise than the functions of the Registrar, Annamalai University or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Registrar, Annamalai University, or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Registrar, Annamalai University, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is Annamalai University Employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Annamalai University Employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Registrar, Annamalai University or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 17.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 17.3 The venue of the arbitration proceeding shall be the Office of the Registrar, Annamalai University at Annamalai Nagar or such other Places as the arbitrator may decide.

18 SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the Annamalai University or any other person(s) contracting through the Annamalai University and set off the same against any claim of the Purchaser or Annamalai University or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or Annamalai University or such other person(s) contracting through the Annamalai University.

19. The tenderer should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of tender.

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Tenderer' as contained in Part II & "General (Commercial) Conditions of the Contract" as contained in Part III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Part III.
2. In case where bid security is not submitted in the manner prescribed **THE TENDER SHALL BE REJECTED AND RETURNED TO THE TENDERER.**
3. The small scale industries registered with National Small Scale Industries Corporation (NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of tender security should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability **duly certified by NSIC.**
4. Purchaser reserves the right to disqualify such tenderer who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
5. Purchaser reserves the right to black list a tenderer for a suitable period in case he fails to honour his tender without sufficient grounds.
6. Any clarification issued by Annamalai University in response to query raised by prospective tenderer shall form an integral part of tender documents and it may amount to amendment of relevant clauses of the tender documents.
7. The material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price etc. The supply shall be completed within the delivery time as in clause 6 of Section III, from the date of placement of purchase order.
8. The Performance Guarantee would be returned after satisfactory execution of the contract and recovery cost charges, if any for defective stationery, if any supplied or for non satisfactory functioning of any stationery.
9. Since the quantity given are approximate depending on the usage of the customer, may likely to vary depending upon the actual usage and the selected contractors can have no right for the quantity mentioned in the tender and Annamalai University reserves the right to vary the quantity mentioned.
12. Award of contract will be done after the tenderer selected if found to be technically, commercially and financially acceptable to Annamalai University.
13. Annamalai University reserves the right to:-
 - a) Accept or reject of any tender and annul the tender process without assigning any reason what so ever at any time prior to the award of contract,
 - b) Blacklist a tenderer for a suitable period in case he fails to honor his tender without sufficient grounds.
14. The agreement shall be in force for a period of twelve months initially, which may be extendable by a further period of upto twelve months on the same terms and conditions by giving one week's notice in writing to the vendor, if decided upon to do so by Annamalai University.

15. The tender security/Proforma security deposit of the tenderer would be forfeited, in case he refuses to honor the letter of intent / A.P.O. issued by the Annamalai University for supply of the materials.
16. Selected tenderer has to execute an agreement in the prescribed Performa (Contract Form)-**Annexure-V**- in a non-judicial bond paper of value not less than Rs.50/-(Fifty Only) for the regular supply of the materials in annexure-I, periodically, as per the indent of the Annamalai University.

Registrar

SPECIFICATION AND SCHEDULE OF REQUIREMENT

S.No	Dental Materials	Product name	Specificatio n details	Quantity required	Offer Price
1.	2% Chlorhexidine			2 no	
2.	AB Gel			2 no	
3.	Acid Etch solution	D- TECH		50 no	
4.	Alginate	Algitex	750 gms	150 pkt	
5.	Aluminium foil			10 nos.	
6.	Amalgam polishing kit	SHOFU		3 nos	
7.	Applicator tips	3 M	Pkt of 100	10 pkt	
8.	Articulating paper	Unident		100 box	
9.	Artifol			10 bottles	
10.	Bacillo			10 bottle	
11.	Base Plate	Hindustan		50 box	
12.	Bone graft material (Alloderm) GTR			1 pkt	
13.	Bone graft material (Alloplasts)			1 pkt	
14.	Bone graft material (Deminralized Bone graft)			2 box	
15.	Bone graft material (Xenograft)			1 pkt	
16.	Bone wax			10 no	
17.	Broaches		1 pkt of 6	10 pkt	
18.	Calcium hydroxide & iodoform paste			2 box	
19.	Calcium Hydroxide (Powder)	Prime dental	10 gms	24	
20.	Calcium Hydroxide Paste		3 gms	15 tubes	
21.	Carborandum disc		Pkt of 100	1 box	
22.	Caries detector eye			3	
23.	Cavity Varnish		15 ml	10 bottles	
24.	Cold Mould Seal		1 liter	10 can	
25.	Composite polishing kit			2 no	
26.	Composite polishing strip (medium , fine, extrafine)		150 strips	8 box	
27.	Composite resin – anterior & posterior A1,A2,A3,A3.5, B1, B2, C, D	ivoclar		10 box	
28.	Dental floss	ICPA Thermaseal		35 box	
29.	Dental Plaster (stone plaster)		25 kg	5 pkt	
30.	Dental Plaster (stone plaster)		1 kg	50 pkt	
31.	Dental Plaster of Paris		25 kg	20 bag	
32.	Dental Stone		3 Kg	20 pkt	
33.	Dentin Conditioner	D tech	6 gms	10 nos	
34.	Denture adhesive powder		50 mg	10 bottles	
35.	Denture Resin Heat cure (clear) polymer and monomer	DPI	400gm+ 400 ml liquid	10 boxes	
36.	Denture Resin Heat cure (pink) – polymer	DPI	3 kg Jar	10 can	
37.	Denture Resin Heat cure (pink)- polymer and monomer	DPI	400gm+ 400 ml liquid	10 box	
38.	Denture Resin Heat cure –monomer	DPI	4 liter Can	3 can	
39.	Denture Resin Self cure - polymer with monomer (Clear)		400gm+ 400 ml liquid	20 boxes	
40.	Denture Resin Self Cure - polymer with monomer (Pink)		400gm+ 400 ml liquid	20 Box	
41.	Denture Resin Self cure (monomer)		4 liter	2 can	
42.	Denture Resin Self cure polymer(pink)		3 kg	2 can	
43.	Die hardener			6 bottles	
44.	Die Stone	Kalrock	3 kg	100 pkt	
45.	Disposable Apron		1 pkt of 25	20 pkt	
46.	Disposable Face Mask		1 pkt of 100	30 pkt	
47.	Disposable Head Cap		1 pkt of 100	20 pkt	

48.	Disposable suction tip		1 pkt of 100	10 pkt	
49.	Disposable sterilization pouch	ECO-S	Size:7.5cmX200 mtr	2 rools	
50.	Disposable sterilization pouch	ECO-S	Size:10.5cmX200 mtr	2 rools	
51.	EDTA gel			5 nos.	
52.	Elastomer-Addition silicone kit (light body + activator)		Tube	10 tube	
53.	Elastomer-Addition silicone kit (Putty + light body)		Tube	2 tube	
54.	Elastomer-Addition silicone kit (Putty + medium body)		Tube	10 tube	
55.	Elastomer-Condensation silicone kit (Putty + light body+ activator)		kit	10 box	
56.	Endo Flas		Powder-15 gm, liquid-7 ml	4 nos	
57.	Endo post – screw post			1 box	
58.	Erich arch bar			50 no	
59.	Etchant Gel			10 nos	
60.	Etchant Solution			10 nos	
61.	Eugenol	Prime Dent	110 ml	10 bottle	
62.	Expansion liquid		1000,ml	2 bottles	
63.	Fibre post		No.2 & 3	3	
64.	Fibre splints			3 nos.	
65.	Files 10, 15, 20, 25, 30, 35, 40, 45-80 (K & H)21mm & 25mm			20 box	
66.	Fluoride Varnish		15 ml	3 no	
67.	Flux		20 ml	5 nos	
68.	Form tray			5 nos	
69.	Formacresol			10 nos	
70.	French chalk powder			6 pack	
71.	G.P sticks			5 box	
72.	G.P. Points (15-40, 45-80, 15,20,25,30,35,40,45)			10 box	
73.	GIC Varnish	GC Fuji	15 ml	5 B	
74.	GIC (Luting) Cement	GC Fuji/Dtech	Pow.-15gms, liq.- 13 ml	10 boxes	
75.	GIC (Posterex) Cement	GC Fuji		10 boxes	
76.	GIC (Restoration) Cement		Pow.-35gms, Liq.-13gms	10 boxes	
77.	Gingival retraction card 2.0, 3.0, 000			5 pkt	
78.	Glucose powder		250 gm	10 pkt	
79.	GTR Membrane			2 pkt	
80.	GTR membrane – Healioguide			4 B	
81.	Gum Paint		15 ml	2 nos	
82.	Gutta percha solvent – RC Solve		15 ml	3 bottle	
83.	Hard setting calcium hydroxide cement			2 nos	
84.	Harvard Blue Sticks		1 Pack-5 Nos	2 boxes	
85.	Head gear Extra oral Assembly			1 no	
86.	Hemostatic Agents – Collagen plug, collagen tape			3	
87.	I.R.M	Dentsply	35 gm	10 no	
88.	Impression compound	Hindustan	box of 5	100 box	
89.	Impression paste	Snot		50 nos.	
90.	Inlay casting wax			3 box	
91.	IOPA film (Pedo film) 2x3			5 pkt	
92.	Korsolex			3 no	
93.	Light cure bonding agent		5 gm	5 no	
94.	Lignature wire			10 nos	
95.	Lignocaine Spray			15 nos	
96.	Lignocaine with 2% Adrenaline		30 ml	1000 vial	
97.	Mercury	VIP	225 gm	10 B	
98.	Mersilk (5.0) (4.0)(3.0)			2 nos.	
99.	Metal Bellet (Cera Bond)			1 box	

100.	Micropore plaster			20 roll	
101.	Miracle mix (Amalgam reinforced GIC)	GC Fuji/DPI	30 gm	2 no	
102.	Mixing Pad			50 No.	
103.	Modeling wax sheet			100	
104.	Modules			2 nos	
105.	Moisture Insensitive Primer			4 Bottle	
106.	Molar Band Material			3 rools	
107.	Moldavest powder			3 no	
108.	Mouth mirror with handle			50 nos	
109.	MTA			1 box	
110.	Mylar strips		1 pkt of 200	4 pkt	
111.	Natgraft			2 B	
112.	Ni Crome Alloy (metal ceramic)		Box of 1 kg	2pkt	
113.	Niti 0.014 Lower			1 pkt	
114.	Niti 0.014 Upper			1 pkt	
115.	Niti 0.016 Lower			1 pkt	
116.	Niti 0.016 Upper			1 pkt	
117.	Non Eugenol pack	GC		4 B	
118.	Non Eugenol temporary filling material			2 nos	
119.	Non-Eugenol temporary luting cement			2 no	
120.	Ortho A.J. Wilcock - 0.012, 0.014, 0.016, 0.018, 0.019, 0.020			5 pkt	
121.	Ortho. 2 nd Molar Tube 0.018, 0.022 MBT Ut -Ld			20 set	
122.	Ortho. 2 nd Molar Tube 0.022 Roth Ut-Ld			20 set	
123.	Ortho. Arch Wire Sleeve			4 Spools	
124.	Ortho. Band Material 125x003, 150x003, 0.003x0.125, 180x005			15Box	
125.	Ortho. Copper NITI 17 X25 U/L			4 pkt	
126.	Ortho. Elastics Extra Oral 140 Z,3/8			2 pkt	
127.	Ortho. Face Bow Long			2 No.	
128.	Ortho. NITI Palatal Expander Mid Range Kit(32mm,34mm,36mm,38mm)			1 Kit	
129.	Ortho. NITI Reverse Curve U/L 016			20 pkt	
130.	Ortho. PEA 0.018 Roth (With Upper Triple Buccal Tube And Lower Double Buccal Tube)			2 Kit	
131.	Ortho. PEA 0.022 MBT (With Upper Triple Buccal Tube And Lower Double Buccal Tube)			2 Kit	
132.	Ortho. PEA 0.018 MBT (With Upper Triple Buccal Tube And Lower Double Buccal Tube)			5 Kit	
133.	Ortho. PEA 0.022 Roth (With Upper Triple Buccal Tube And Lower Double Buccal Tube)			5 Kit	
134.	Ortho. SS Wire 16 X 22 , 17x25, 19x25,21x25			30 pkts	
135.	Ortho. SS Wire 16 X22 Straight			4 Box	
136.	Ortho. SS Wire 018			4 Packets	
137.	Ortho. TC Bur (Straight Fissure)			10 No.	
138.	Ortho. TMA Wire 17 X 25 Straight			2 Box	
139.	Ortho. TMA Wire 19 X 25 Straight			2 Box	
140.	Ortho. 19 Guage Wire (SS Wire)			30 nos	
141.	Ortho. 21 Guage Wire (SS Wire)			30 nos	
142.	Ortho. 23 Guage Wire (SS Wire)			30 nos	
143.	Ortho. 26 Guage Wire (SS Wire)			30 nos	
144.	Ortho. 28 Guage Wire (SS Wire)			30 nos	
145.	Ortho. 2 nd Molar Tube 0.018 Roth Ut-Ld			10 Kit	
146.	Ortho. Co Ax Wire			2 Spools	
147.	Ortho. Copper NITI 014, 016, U/L			10 pkt.	
148.	Ortho. E Chain Short, Long, Continuous			10 Spool	
149.	Ortho. Elastic Modules			10 pkt	

150.	Ortho. Elastics (Pink, Yellow, Blue, Green, Red)			50 no	
151.	Ortho. Expansion Screw – 2, 3 Dimension			10 no	
152.	Ortho. Head Gear Strap Combi Pull			2 No.	
153.	Ortho. Head Gear Strap High Pull, Cervical Pull			2 no	
154.	Ortho. Head gear tube			2 no	
155.	Ortho. Hyrax Screw 9, 11 Mm			5 No.	
156.	Ortho. Ligature Wire(0.010)			5 Spools	
157.	Ortho. Light Cure Orthodontic Adhesive			1 Kit	
158.	Ortho. Lingual Button(Bondable)			2 Packets	
159.	Ortho. Lingual Cleath(Weldable)			2 Packets	
160.	Ortho. Lingual Ortho Kit (Demo)			2 Kits	
161.	Ortho. Lingual Sheath(Weldable)			25 Packets	
162.	Ortho. Molar Band Material 180x005			25 No.	
163.	Ortho. NITI 16x 22 , 17x25, 19x25 U/L			50 pkt	
164.	Ortho. NITI 014, 016 U/L			20 pkt	
165.	Ortho. Niti Open Coil Spring			20 pkt	
166.	Ortho. Reverse Pull Head Gear Petit Type			2 No.	
167.	Ortho. Rotation Wedge			2 Pack	
168.	Ortho. Safety Release Force Modules			20 No.	
169.	Ortho. Separator ring			4 nos.	
170.	Ortho. Silver Soldering Wire			10 Nos.	
171.	Ortho. SS Wire 016			10 pkt	
172.	Orthocal (White Die Stone)			10 Kgs	
173.	Orthodontic Adhesive Paste			2 No.	
174.	Paper Points 15, 20, 25, 30, 35, 40, 15-40, 45-80			50 box	
175.	Periodontal plus AB			2 B	
176.	Phosphate -bonded investment material(160 gm)			25 pkt	
177.	Pit & Fissure Sealant		4 gm	5 nos	
178.	Pluggers - 15-40, 45-80			10 B	
179.	Polishing puff			10 no	
180.	Polycarboxylate cement			5 box	
181.	Premolar Band Material -0.004×0.150 Inches			3 boxes	
182.	Protaper GP F1, F2			2 boxes	
183.	Pumice Powder		1 kg	30 kg	
184.	Reamers ,		(15-40),(45-80)	30 no	
185.	Resin based zinc oxide Eugenol cement			10 no	
186.	Resin cement	3 M		2 nos.	
187.	Root canal sealers	AH PLUS		1 box	
188.	Rubber Dam Sheet	Neelkanth	6x6	10 boxes	
189.	Sand Paper – 80, 110, 125, 400			400 sheet	
190.	Self Etching Primer			1 Bottle	
191.	Seperators			10 nos	
192.	Silicone bite registration material			2 pace	
193.	Silver alloy	DPI	Powder 30 gms	25 boxes	
194.	Sodium Hypochloride			3 no	
195.	Solder Gas		550 ml/300gms	5 cans	
196.	Speedex putty(light body activator)			3 boxes	
197.	Spreader & Pluggers 15-40, 45-80			10 boxes	
198.	SS bur (No.245, 330)			30 nos	
199.	SS Crowns (Assorted In All Sizes)			100 nos	
200.	Sterilium			50 nos	
201.	Steroid based root canal sealer	Septodont		1 box	
202.	Sticky Wax modeling cement	Hindustan	Box-10 Nos	30 boxes	
203.	Strip Crowns(Assorted In All Sizes)	3 M		50 nos	
204.	Surgical bur – 701, 702, 703			30 no	
205.	Suture cutting needle –1/2 circle, curved and reverse cutting (18, 19 & 20)		1 pkt of 6	200 pkt	

206.	Suture material (3-0)silk			2 pkt	
207.	Teeth set - Lower anterior			100 nos	
208.	Teeth set - Lower posterior			100 nos	
209.	Teeth set - Upper anterior			100 nos	
210.	Teeth set - Upper posterior			100 nos	
211.	Teeth Set Full (Shade A1&A2)			100 sets	
212.	TMA 17x25 Straight length			1 pkt	
213.	TMA 19x25 Straight length			1 pkt	
214.	Tooth moulding powder(Heat cure shade B,C,D)		Each 5 shade	15 nos	
215.	Tooth moulding powder(self cure shade B,C,D)		Each 10 shade	30 nos	
216.	Tooth Preparation Bur set (Crown Preparation kit)			10 nos	
217.	Topical Fluoride Gel			1 pkt	
218.	Tracing stick - green	DPI	Box of 10	20 box	
219.	Tray Adhesive			1 bottle	
220.	Vaseline			20 bottle	
221.	Vicryl - 3.0, 4.0, 5.0			10 box.	
222.	X-ray film (3x4)	Carestream		70 pkt	
223.	X-ray film (5x7)(Occlusal)	Carestream		5 pkt	
224.	X-ray film Developer	Primer	9 litres	10 pkt	
225.	X-ray film Fixer	Primer	9 litres	10 pkt	
226.	Zinc oxide powder	Prime dent	110 gms	20 box	
227.	Zinc phosphate Cement	D tech	30gms/15ml	10 box	

- The items shall be purchased on monthly basis or as per actual requirement. The total quantity purchaser within a year may be less than the quantity mentioned here.
- Note: Rates for original brand should be quoted or equivalent.

TENDER FORM

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with said drawings, conditions of contract and specifications for sum of (Total Tender amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to commence deliveries within () months and to complete delivery of all the items specified in the contract within () months calculated from the date of issue of your purchase order.

If our Tender is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

We agree to abide by this Tender for a period of 150 days from the date fixed for Tender opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a format Purchase Order of Contract is prepared and executed, this Tender together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Tender submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisday of20

(Signature)

Signature of.....

in capacity of.....

Duly authorised to sign the bid for and on behalf of.....

Witness.....

Tele No.(s):-

Signature.....

FAX No.(s)

Address.....

E-Mail Address:-

Annexure III

PRICE SCHEDULE

**TOTAL COST of the tendered items is Rs. _____ (in figures)
(Rupees _____ only) (in words), inclusive of all taxes & levies.**

Note: Rates for original brand should be quoted or equivalent

Annexure IV

PERFORMANCE SECURITY BOND FORM

(MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY)

To
The president of India

WHEREAS.....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated.....to supply (description of goods and services)(herein after called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of.....20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

Annexure V

Contract Form

1.This agreement is made this day.....between, herein after called “ name of company” the first party which expression shall include his heirs, executors and administrators/their successors and **Annamalai University**, herein after called “AU”, the second party, through Registrar, AU, Annamalai University herein after include his successors and assignees, shown as under:--

2.That WHEREAS the first party shall and will deliver Dental Materials Items for Annamalai University, Annamalainagar details of which are given in annexure –I to this office tender noticedatedat the rated quoted byvide their tender..... dated and as per all the terms and conditions given in notice Inviting Tender (NIT) and the aforesaid tender notice dated.....which shall become part and parcel of this agreement.

3.That the first party would raise demand and the payment shall be done in accordance with Clause 8, Section III of aforesaid tender document.

4.The Performance Security Bond would be encashed by second party in case first party fails to deliver items and/or breaches terms & condition of the aforesaid tender document.

5. In accordance with the Tender document NO. this agreement is made for a period of one year from , as in clause 1(j) of section II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THISDAY OF.....20

Witness for Supplier

Witness for Purchaser

Annexure VI

LETTER OF AUTHORISATION FOR ATTENDING TENDER OPENING

Subject: Authorization for attending tender opening on ----- (date) in the tender no. -----
 ---- of

AU

Following persons are hereby authorized to attend the tender opening for the tender mentioned above on behalf of ----- (Tenderer) in order of preference given below.

Order of Preference	Name	Specimen signature
---------------------	------	--------------------

I

II

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the

bid documents on behalf of

the bidder.

Note: 1. Maximum of two representatives will be permitted to attend tender opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where tenders are opened may be refused in case authorization as prescribed above is not recovered.

Annexure VII

CHECK LIST and the order in which the documents are to be submitted for Technical bid participating in the tender no. RMDCH/14/D2/2019-20 of Annamalai University. The documents are to be submitted in descending order with item No. 1 on top of all.

S. No.	Documents (Please refer to clause 7.1 of Section II for filling this Checklist)	Page No.
1	Scanned copy of Tender security in the form of Bank Draft for Rs. 15,000 /- [as per clause 13 of section II] or copy for claiming exemption should be submitted.	
2	Letter of authorization to attend tender opening [as per Annexure VI]	
3	Power of Attorney [as per clause 15.2 of Part II]	
4	Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be [as per clause 11.1 of Part II]	
5	Copy of Income Tax Return for last two Financial Years [as per clause 11.1 of Part II]	
6	Copy of PAN [as per clause 2/ 11.1 of Part II]	
7	Copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate [as per clause 2/ 11.1 of Part II]	
8	Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years [as per Clause 11.1 of Part II]	
9	No near relative certificate [as per Clause 33 of Part II]	
10	Scanned copy of Tender Fee in the form of crossed Demand Draft/ Bankers' cheque of Rs. 2000/-	
11	Tender Acceptance Letter [as per Annexure- IX]	

Note: Tenderer to ensure:

- a. That all pages have been stamped and signed by the authorised Person(s).**
- b. That all the pages have been numbered.**
- c. That all the documents are legible (Clearly readable).**

Annexure VIII

CHECK LIST and the order in which the documents are to be submitted for Price bid participating in the tender no. RMDCH/14/D2/2019-20 of Annamalai University. The documents are to be submitted in descending order with item No. 1 on top of all.

PRICE BID

1	Price (Both in figure and words) in Rs.	
2	CST/VAT	%
		Amount in Rs.
Total Amount in Rs.		

Important Note:

1. The price quoted above shall be inclusive of all taxes and charge except CST/VAT.
2. CST/VAT shall be mentioned separately.
3. FOR; Destination as given in the purchase order.

Other Information to be provided:

1.	Warranty period in years
2.	Annual maintenance charges (applicable after expiry of warranty period)
3.	After First expiry year of the warranty
4.	After second year of the warranty
5.	After third year of the warranty
6.	After fourth year of the warranty
7.	After fifth year of the warranty
8.	After sixth year of the warranty
9.	After seventh year of the warranty

Signature:

Name:

Designation:

Seal of the firm:

Signature of the Tenderer

Annexure – IX

TENDER ACCEPTANCE

LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Tender, with Official Seal)

