Tender Document

Tender for Supply of Chemicals, Biochemicals, Glassware, Plastic Ware and Labware

For Annamalai University, Annamalainagar

Tender No. AU/Chemical/Tender/01/2021-2022



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

GA PATHOURAGE AND FAITH	REGISTRAR, ANNAMALAI UNIVERSITY, ANNAMALAINAGAR – 608 002
Office of Issue	Registrar, Annamalai University, Annamalainagar – 608 002
Tender No.	F1/AU/Chemical/Tender/2021-22
Tender Forms Available at Website	http://www.annamalaiuniversity.ac.in & www.tenders.tn.gov.in
Date and Time of Issue/Publishing	20.07.2021.
Document Download/Sale Start Date & Time	20.07.2021.
Tender Submission Start Date & Time	20.07.2021.
Tenders Submission Last Date & Time	12.08.2021, 05.00 P.M.
Date and Time of opening of Technical bid	13.08.2021. 10.00 A.M
Place of opening of Technical bid	Conference Hall, Golden Jubilee Building, 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 Chemicals, Biochemicals, Glassware, Plasticware** and **Labware** for Annamalai University from **Original Manufacturers (OEM)** or **Authorized distributors / Authorized Dealers / Indian Companies**. Approximate quantities of Chemicals likely to be purchased within twelve months, Prices quoted should be F.O.R. Destination, inclusive of all levies and taxes and packing & forwarding charges etc. Procurement will be made as per actual requirement.

Tenderer shall have to deposit **EMD** of **Rs. 20,000/- (Rupees Twenty Thousand only)** in the form Demand Draft drawn on any scheduled bank payable at Annamalainagar in favour of <u>"The Registrar, Annamalai University, Annamalainagar - 608002"</u> along with the tender.

The cost of the tender document is Rs. 2,100/- including GST (download of the tender document from website free of cost). The demand draft should be in favour of The Registrar, Annamalai University payable at Annamalainagar or Chidambaram Tender Document is available on Website www.annamalaiuniversity.ac.in & www.tenders.tn.gov.in

Registrar,
Annamalai University
Contact No. 04144-238259

Tender Conditions and procedure to be abided by the tenderers

1. INTRODUCTION

- **1.1.** This tender is for finalizing Annual Rate Contract for procurement of Chemicals, Biochemicals, Glassware, Plasticware, and Labware for the Year 2021-2022 in Annamalai University at Annamalainagar, Chidambaram, TamilNadu, India.
- **1.2.** Applicability of Tamil Nadu Transparency in Tenders Act and Rules: This tender will be governed by the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 as amended from time to time.

2. ELIGIBILITY CRITERIA

- **2.1.** A tenderer will be eligible for tendering only if he satisfies the eligibility criteria as given below:
 - a) A tenderer should be a manufacturer possessing a valid manufacturing license / Registration from the competent authority for manufacturing the items quoted and should have at least three years' experience. (Documentary evidence to be furnished)
 - b) The manufacturer should be an ISO:9001 certified company.

 Documentary evidence should be enclosed.
 - c) Authorized dealer / distributor can also bid with authorization from the Manufacturer.(Documentary evidence to be furnished). A manufacturer shall not authorize more than three dealers / distributors for participating in this tender.
 - d) In case a tenderer is participating as an authorized dealer/distributor, the manufacturer should satisfy the conditions mentioned in (a) and (b) above.

- e) Should have a GST Registration. Copy of the Registration Certificate should be enclosed.
- f) The Tenderer should be an Income Tax assessee (copies of the last 3 years. Income tax returns filed should be enclosed)
- **2.2**. The tenderer should not have been blacklisted or debarred from participating in tenders by any Central / State Government agencies or autonomous bodies or universities/ institutions. (An undertaking to this effect should be furnished)
- **2.3**. The tenderers submitting their offer must have received and executed order for other Universities or Government agencies for the similar items. Copies of such order must be enclosed with the offer.

3. COST OF TENDERING

The Tenderer shall bear all costs associated with the preparation and submission of this Tender and the tender accepting authority will in no way be responsible or liable for these costs.

3.1. Cost of Tender Document:

The cost of the tender document is **Rs. 2,100/-** including GST (download of the tender document from website free of cost) and is non-refundable. The demand draft should be in favour of The Registrar, Annamalai University payable at Annamalainagar or Chidambaram.

4. GENERAL INSTRUCTIONS

4.1. The tenderers shall go through the instructions, terms and conditions and specifications given in the tender. Failure to furnish all required information in every aspect will be at the tenderer's risk and may result in the rejection of the tender.

For any queries tenderer may contact **The Registrar**, **Annamalai University**, **Annamalainagar**, **Chidambaram** – 608 002. **Tamil Nadu**, **INDIA**.

4.2. Clarification on the tender

A prospective tenderer requiring any clarification on the tender may request the Office of the Registrar, Annamalai University by a letter or by fax. The Registrar, Annamalai University will respond in writing to any request for clarification in the tender.

4.3. Amendments to the Tender

- i. Tender Inviting Authority may amend the tender wherever it is felt that such an amendment is absolutely necessary.
- Amendment to tender may also be given in response to ii. clarifications by prospective tenderers and it is solely the discretion of the Tender Inviting Authority. Any amendment tender will uploaded on the website to the be http://www.annamalaiuniversity.ac.in. It is the responsibility of the tenderer to verify the amendments if any, and get the amendment documents before the submission of the tender provided, no such change could be effected 48 hours prior to the time fixed for opening of the tender.
- **4.4.** The **Tender document is not transferable** under any circumstances.

5. EARNEST MONEY DEPOSIT (EMD)

- 5.1. The tenderer should furnish Earnest Money Deposit (EMD) for a value of Rs.20,000/- (Rupees Twenty thousand only) along with the tender by way of Demand Draft/Bankers cheque obtained from any Nationalized/ Scheduled Bank and drawn in favour of "The Registrar, Annamalai University" payable at Annamalainagar or Chidambaram.
- **5.2.** Any tender without the EMD will be considered as NON-RESPONSIVE and will be SUMMARILY REJECTED.

- **5.3.** The Tender Inviting Authority will arrange to refund the Earnest Money Deposit to the unsuccessful tenderer after publishing the list of successful tenderer, within a reasonable time.
- **5.4.** No interest will be paid on the EMD.
- **5.5.** The EMD is liable to be forfeited if:
 - i. The Tenderer withdraws his tender at any stage after the last date and time fixed for submitting the tender.
 - ii. The Tenderer on becoming successful, fails to sign the agreement.

6. PERFORMANCE SECURITY DEPOSIT:

For Successful tenderer, EMD will be converted to Security Deposit and will be retained with Annamalai University till the expiry/termination of rate contract without interest.

7. SUBMISSION OF TENDER:

7.1. Due Date for Tender Submission

- i. The tender document duly filled in, signed on all pages shall be submitted in sealed cover to **the Registrar**, **Annamalai University at his office upto 05.00 p.m 12**, **August 2021**. as per the procedure laid down herein. The tender can be submitted on all working days upto the above closing date. In the event of this day being declared as a holiday, the tenders can be submitted up to 3.00 P.M. on the following working day.
- ii. The tender inviting authority will not be held responsible for any delay in the receipt of the Bank Draft or any delay in the receipt of the document by the tenderer including loss of the document in transit or delay in obtaining any document / certificate or on any other account. No extension of the date and time for the submission of the documents will be given for any such delay.

- iii. The tender inviting authority may extend the due date for submission of tender by issuing an amendment in which case all the rights and obligations of the Tender Inviting Authority and the Tenderers previously subject to the original due date for submission will then be subject to the new date for submission.
- iv. Any tender received by the Tender Inviting Authority after the due date and time will not be considered and will be returned to the tenderer.

7.2. Procedure for Submission of Tender

- i. Tenderers are advised to go through the tender documents and understand all the provisions and stipulations contained therein before submitting the tender.
- ii. The tender shall be submitted as per the procedures and requirements stipulated herein.
- iii. Tender submitted by telex, cable or fax will not be accepted and will be summarily rejected.
- iv. The Commercial bid should be neatly typed. Hand written offers will be rejected. Any deviation in the offer shall lead to rejection.
- v. The leaflets, catalogues, C.D. & Pen drive etc., should be sent invariably so that a proper evaluation of the chemical /other materials offered can be done. The HSN code & percentage of GST shall be mentioned for list / Product list.
- vi. The tenderer who are supplying imported material, must be registered with the Ministry of Finance.
- vii. The purchaser shall not be responsible for any postal delay in receipt of the offer. Any bid received by the Purchaser which does not fulfil the desired terms and conditions shall be rejected out rightly and no communication in this regard shall be sent. Delayed/Late bids will not be accepted under any circumstances.

- viii. All the bids will be opened in the presence of bidders representatives, who, choose to attend the same as per the date and time specified in the Tender Document.
- ix. This tender is based on two-cover systems i.e. Technical bid and Commercial bid. Therefore the tender shall be submitted in two parts viz. Cover A and Cover B. Each part shall be placed in an independent sealed envelope and each part shall be superscribed as follows

Cover-A : "TECHNICAL BID COVER"

TENDER FOR RATE CONTRACT FOR SUPPLY OF CHEMICALS, BIOCHEMICALS, GLASSWARE, PLASTICWARE AND LABWARE TO ANNAMALAI UNIVERSITY

TENDER NUMBER:

Cover-B : "COMMERCIAL BID COVER"

TENDER FOR RATE CONTRACT FOR SUPPLY OF CHEMICALS, BIOCHEMICALS, GLASSWARE, PLASTICWARE AND LABWARES TO ANNAMALAI UNIVERSITY

TENDER NUMBER:

x. The contents of each of the two covers shall be as described in the subsequent clauses. For all other references, these covers will be referred to briefly as "Technical Bid Cover" and "Commercial Bid Cover".

Both the covers i.e. Cover-A and Cover-B, shall be placed inside an outer cover and shall be superscribed as follows:

TENDER FOR RATE CONTRACT OF CHEMICALS, BIOCHEMICALS, GLASSWARE, PLASTICWARE AND LABWARE

TENDER NUMBER:

xi. The sealed tender envelope shall be addressed to

The Registrar, Annamalai University, Annamalainagar, Chidambaram-608 002, Tamil Nadu, India

- xii. The tender envelope shall carry the name and address of the Tenderer prominently with Phone No. / email ID / and FAX No.
- xiii. The **Technical Bid Cover (Cover-A)** shall contain the following as per the sequence indicated below.

1.	Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty						
	thousand only) as per clause-5 of the Tender document.						
2.	Application form for Annual Rate Contract as per Appendix-1						
3.	Documentary evidence for payment of income tax (latest income tax return should be furnished for the last 3 years)						
4.	Letter of Tender as per Appendix-2						
5.	Documentary evidence of GST Registration.						
6.	Documentary evidence for ISO:9001 certified company						
7.	A copy of Manufacturing license/Registration Certificate						
8.	The Manufacturer should submit one copy of latest printed price list i.e catalogues with HSN Code and GST.						
9.	Authorization from Manufacturer in case of Authorized						
	Dealers/Distributors						

In addition to the above, any document or certificates etc., mentioned anywhere in the tender document shall also be a part of the technical tender requirements.

10. The **COMMERCIAL BID COVER** (**Cover-B**) shall contain the Commercial Bid as per the format given in Appendix-3. The tenderer should quote the prices in form of the percentage of discount offered on catalogue prices for the year 2021-2022.

The tenderer shall not carry out any alteration in the format prescribed for Commercial Bid. The tenderer shall not enclose any other document or statement that will influence the price. In such an event, the tender inviting authority shall summarily reject the tender.

7.3. Signing of the Tender

The tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender shall be signed by the person or persons signing the tender. The tenderer shall enclose a certified copy of the power of attorney authorizing the signatory or signatories to sign the tender document. This certification shall be from the Managing Director or the Legal Manager of the firm.

The tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Authority, or as necessary to correct errors made by the tenderer, in which case such corrections shall be signed by the person or persons signing the tender.

All the pages in the tender document should be signed by the tenderer, after filling the prices in figures & words.

8. GENERAL TERMS AND CONDITIONS

8.1. PERIOD OF THE CONTRACT:

The Annual Rate Contract (ARC) will be for the academic year 2021-2022 from the date of award of contract.

8.2. DELIVERY SCHEDULE:

- i. Materials should be door delivered at Annamalai University, Annamalainagar, Chidambaram, Tamilnadu at free of cost.
- ii. Delivery must be made within a period of 15-20 days from the date of issuing the order either directly or through their dealer network unless otherwise specified.
- iii. If the suppliers fail to deliver the goods within the allotted delivery period as specified above, the Purchaser may procure goods or services similar to those un-delivered upon such terms and in such manner as it deems appropriate from any other

firm at the risk and cost of the supplier.

iv. **Part supply is normally not acceptable**, but may be allowed in genuine cases, on written request only.

8.3 PAYMENT TERMS:

- i. Payment will be made within 45 days from the date of delivery and acceptance by concerned Department / Section.
- ii. Payment shall be made by RTGS /NEFT.

8.4 Appointment of Local Dealer/ Stockist:

- i. The Manufacturers (OEMs) /Principals participating in the tender may furnish the name and address of their local distributor /dealer, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers/ stockists have been nominated by the Principal, the bills raised by them against the purchase order will be accepted.
- ii. Any addition and deletion of dealership/ distributorship shall be intimated to the undersigned immediately on authorization of a new party.

8.5 Taxes & Duties:

- i. As per Govt. of India Notification 51/96 Customs dt 23rd July 1996, Annamalai University, Chidambaram is exempted from Custom duty for all research equipment. All the documents under these notifications shall be provided to enable you to clearance of goods without payment of Customs duty, whenever required. The Registration is valid up to 31.08.2025.
- ii. GST will be charged as applicable. Any statutory variation will be paid to supplier on documentary evidence clearly. The percentage of GST applicable shall be clearly indicated (GST TDS applicable if the price amount is 2.50 lakhs and above).

8.6 Loss, Damage & shortage:

Annamalai University (Chidambaram) shall not be responsible for any loss, damages and shortage during transit. Payment shall be made for materials received in good condition only.

8.7 General:

- i. A panel of suppliers/dealers will be selected for the Supply of Laboratory Chemicals, Labware and Glassware.
- ii. The Tender Inviting Authority reserves the right to enter into parallel Rate Contract for similar items any time during the period of Rate Contract with one or more parties.
- iii. The Rate Contract can be terminated at any time by giving one month's notice by either party.
- iv. The Chemicals, Bio-chemicals, Glassware, Plastic ware and Lab ware so supplied will have to be of high quality & grade and in the event if above mentioned items are found to be of inferior quality, the supplier is liable to be suspended and banned from doing business in Annamalai University.
- v. The acceptance of the offer will rest with the Annamalai University which reserves the right to reject/accept partially or wholly the tenders received, without assigning any reason.
- vi. Mere submission of tender/ proposal does not imply acceptance of the same at this end and the firms will be enlisted only after meeting the laid down qualifying parameters for which decision of the Tender Inviting Authority / Tender Accepting Authority shall be final and binding on the parties.
- vii. Printed terms and conditions of the applicant on their quotation Form/ Literature/ Letter etc. if any, will not be binding on us.
- viii. Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.

8.8 Liquidated Damages:

Timely delivery is essence of the contract and hence should any consignment be delayed, liquidated damages at the rate <u>0.5%</u> of the <u>value of the delayed consignment</u>, for each week or part thereof shall be levied and recovered subject to <u>maximum of 5% of total order</u> value.

8.9 Acceptance / Rejection:

The Tender Accepting Authority reserves the right to accept a quotation in part or in full or to reject all quotations or any of the quotations received, for non-compliance of any of the above items, conditions or instructions or for any other reason without assigning any reason thereof.

9.1. Tender Opening

- i. Tender will be opened in the presence of the tenderers or their authorized representatives who choose to be present and the tender scrutiny committee at 13.08.2021, 10.00 a.m. The representative of tenderer who attend the tender opening must produce their identification proof and authorization letter from the companies / tenderer.
- ii. In the event of the specified date of Tender opening being declared a holiday, the tenders will be opened at the same time on the next working day.

iii. Cover-A containing "Technical Bid" shall be opened first.

- iv. On opening the tender, the details such as name of the tenderer, address, EMD details, etc., will be read out.
- v. Tenders found without the EMD or with an invalid EMD or insufficient EMD, will be summarily rejected. Unopened tenders will be returned to such tenderer.
- vi. On verifying the EMD, the Technical bids will be examined to

decide their service suitability for the said work. Tenderers whose Technical bids are not found acceptable will be advised of the same and their sealed covers containing the respective Financial Bids will not be opened. Their EMD will also be returned to them.

vii. Commercial bids of only those tenderers, whose Technical bids are substantively responsive, will be opened.

9.2. Process to be Confidential

- i. Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced.
- ii. Any effort by a tenderer to influence the tender accepting authority, scrutiny / evaluation committee or its members in the processing of tenders or award decisions may result in the rejection of his tender.

9.3. Criteria for Technical Evaluation (Evaluation of Technical Bid)

- i. The tender accepting authority will determine whether the tenderer has fulfilled all the tender conditions as stipulated in the tender document and whether the tender is substantially responsive or not.
- ii. A responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one:
 - a) Which affects in any substantial way the scope, quality or performance of the contract.

- b) Which in a substantial way is inconsistent with the Tender conditions, the tender accepting authority's rights or the Tenderers obligations under the Contract, or
- c) Whose rectification would affect unfairly the competitive position of other Tenderers presenting substantively responsive Tenders.
- iii. Tenderers who have not fulfilled the tender conditions shall be non-responsive tenders and will not be taken up for further evaluation and Price bid opening.
- iv. To assist the examination, evaluation and comparison of Tenders, the tender accepting authority may at its discretion, ask any tenderer for clarification on his Tender. The request for clarification and the response shall be in writing or by fax but no change in the substance of the Tender shall be sought, offered, or permitted.
- v. When a Tender fails to be responsive, it will be rejected by the tender accepting authority and may not subsequently be made responsive by correction or addition/ withdrawal of the non-conforming deviation or reservation.

9.4. Price Bid Opening and Evaluation of Price Bid

i. The Tender Inviting Authority will then proceed with opening of Cover-B, i.e., "COMMERCIAL BID COVER" of those tenderers whose technical bid has been found substantively responsive. The opening of the "Commercial Bid Cover" will be done in the presence of those tenderers or their representatives who choose to be present. The Tender Inviting Authority will inform such tenderers in advance about the acceptance of their technical tender and the date and time of opening of the "Commercial Bid Cover".

ii. On opening of the "Commercial Bid", the discount offered by the tenderer over listed price will be read over.

10. AWARD OF TENDER

- **10.1.** The award of the tender shall be made strictly in accordance with the "Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and no deviation will be made.
- **10.2.** The Tender Accepting Authority has the right to accept any tender and to reject any or all tenders.
- **10.3.** Notwithstanding anything that is said herein, the Tender Accepting Authority reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of tender, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers on the grounds for the tender accepting authority's action.

11. NOTIFICATION OF AWARD

- **11.1** The tenderer whose tender has been accepted will be notified by the Tender Accepting Authority, in writing.
- **11.2.** Upon furnishing the security deposit by the successful tenderer or tenderers and upon signing the Agreement (Appendix-4), the EMD will be returned to the unsuccessful tenderer within a reasonable time period.

12. Disputes and Jurisdiction:

Any legal disputes arising out of any breach of contract pertaining to this tender process shall be settled in the court of competent jurisdiction located within the **town of Chidambaram** in Tamil Nadu.

13. Acknowledgement:

It is	hereby	acknowledged	that	we	have	gone	through	all	the
conditions	mention	ned above and v	ve agr	ee t	o abid	e by t	hem.		

Date:	Signature of Tenderer
Place:	
	Official seal and address

APPENDIX-1

APPLICATION FORM FOR ANNUAL RATE CONTRACT FOR SUPPLY OF CHEMICALS, BIOCHEMICALS, GLASS WARE, PLASTIC WARE AND LAB WARE TO ANNAMALAI UNIVERSITY FOR THE YEAR 2021-2022

S.NO.	VENDOR DETAILS	
1	Name and Address of the Manufacturer/Firm/Vendor (with Telephone / fax / Mobile / email address)	
	Phone Number	
	Fax	
	E-Mail	
	Contact Person Name	
	Mobile Number	
2	Name and Address of the Local Authorized Dealer/Distributors	
	Phone Number	
	FAX	
	E-Mail	
	Contact Person Name	
	Mobile Number	
3	GST/TIN No. of the Firm/Dealer (copy to be enclosed)	
4	PAN No. of the Dealer (Copy to be attached)	
5	EMD (DD No., Date & Amount and issuing Bank)	
6	Name of the University/Government Institutes having similar Annual Rate Contract/Orders(attach copies)	

❖ We hereby declare that all the particulars given in this application are true and complete to the best of our knowledge and belief and we will

produce all the relevant documents promptly, if necessary or as and

when asked for, by Annamalai University, Chidambaram. We understand

that information provided by us will serve as Prequalification Criteria for

enlistment on ANNUAL RATE CONTRACT and in the event of any

information being found false or incorrect or ineligibility being detected

even after the approval of Rate Contract our contract may be cancelled

and all our claims may be forfeited by the Annamalai University,

Annamalainagar. We have read and understood all the terms and

conditions of ANNUAL RATE CONTRACT and we fully agree to it.

❖ We also declare that we will not sell our products at a lesser price to

other parties than those supplied to Annamalai University and in the

event of happening of such situation, we will be bound to refund the

difference and our enlistment may be cancelled at the discretion of

Annamalai University.

❖ We also undertake that all the terms such as Product Range, Price,

Discount, Delivery/other charges, Terms of Payment and also the

name/s of the Dealer/ Distributor will remain unchanged during the

contract period and no alteration will be done without your official

approval. However, we will promptly change our distributor / supplier if a

request/ complaint is received from your end with regard to this effect

due to any reason.

Date:

Signature :

Place:

Name :

Designation

signation .

Seal of the firm

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Appendix - 2

TENDER FOR RATE CONTRACT FOR THE SUPPLY OF CHEMICALS, BIOCHEMICAL, GLASSWARE, PLASTIC WARE AND LABWARE TO ANNAMALAI UNIVERSITY

LETTER OF TENDER

To

The Registrar, Annamalai University, Annamalai Nagar, Chidambaram – 608 002.

Sir,

Sub: Tender for Rate Contract for the Supply of Chemicals, Biochemicals, Glassware, Plasticware and Labware to Annamalai University for the year 2021-2022.

- 1) I / We, the undersigned do hereby tender and undertake to Supply of Chemicals, Biochemicals, Glassware, Plasticware and Labware to Annamalai University in strict accordance with and subject to the terms and conditions set forth or mentioned in the Tender documents and appendices.
- 2) I / We have gone through the instructions in the tender and carefully read all the conditions of tender and agree to abide by all the conditions mentioned there in.

3)	I / We hereby state that I / we have	e remitted Rs. /-
(Rupe	ees	only) in the form of Demand Draft
No	Dated:	drawn on
	Bank	Branch, in favour
of the	e Registrar, Annamalai University as	Earnest Money Deposit and agree
to ha	we it forfeited to the Annamalai Unive	ersity in case of my / our failure to
suppl	ly the chemicals.	

4) I / We hereby certify that the percentage of discount offered on catalogue price is final and I / We will not come forward for any revision or

alteration in rates quoted subsequently due to hike in prices or any other reasons. However I/we are aware of the university's right to negotiate the discount rate while evaluating the tender.

- 5) I / We confirm that our Tender is in conformity with the technical specifications and commercial terms & conditions as stipulated in the Tender Document and without any deviations whatsoever. I am / We are aware that our Tender is liable for disqualification in the event of technical and commercial deviations observed by the Tender Accepting Authority at a later date during the process of evaluation of our Tender.
- 6) I / We further declare that the information and documents furnished in the Tender submitted by us are correct and genuine. I am / we are aware of the Tender Inviting Authority's right to forfeit the Earnest Money Deposit and / or Security Deposit and blacklisting me / us if, any information furnished by us is proved to be false at the time of inspection and not complying with the tender conditions.
- 7) I / We state that I / We have not been blacklisted or debarred from participating in tenders by any Central / State Government agencies or autonomous bodies or universities / institutions.
- 8) In the event of my / our tender becoming successful, I / We undertake and agree to forward to the Registrar, Annamalai University in (10) ten days, after the notification of the acceptance of this Tender has been received by us.
- 9) We undertake and agree that we will not withdraw this Tender during the period that will be required for intimation of acceptance or non-acceptance as stipulated in clause 10 of the Tender document. If I / we do so withdraw, I / we shall forfeit the Earnest Money Deposit to Annamalai University. I / We agree to execute at our cost the Agreement in (10) ten days after the notification of the acceptance of our Tender has been received by us. In the event of our failing to make the Security Deposit or to execute the Agreement in the said manner, the Earnest Money Deposit accompanying this Tender shall be forfeited to the Annamalai University and

this concluded Contract shall in such case be considered as having been cancelled or terminated and I / we agree to be liable, irrespective of the forfeiture aforesaid for all damages, losses, costs, charges and expenses arising from or by reason of such failure and arrangements.

Signed on thisday of.................................. 2021.

Signature of the Tenderer:

Name & Address:

Company Seal:

APPENDIX-3

COMMERCIAL BID

1	Percentage of Discount offered on Catalogue prices for the Year 2021-2022 (Both in figure and words)	
2	GST charged on the price to be mentioned whether inclusive or extra.	
3	Delivery Period	15-20 days
4	Delivery of Materials	Door delivery at Annamalai University, Annamalainagar, Chiddambaram. Pin: 608 002.

Signature:
Name:
Designation:
Seal of the firm:

Appendix - 4

FORMAT OF CONTRACT AGREEMENT

THIS	AGRE	EMENT	made	on	the		day	of	•••••	2021
between	The	Registra	r, Ar	nnan	nalai	Unive	sity,	Α	nnamala	ainagar,
Chidambar	am –	608 0	002. (h	ere i	n afte	er "the Pu	ırchas	ser") of the c	ne part
and			(Na	me o	of Su	pplier) of	f		(Ado	dress of
the Supplie	er) (here	in after	called	"the	Supp	olier) of th	ne oth	.er	part:	

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- **1.** In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Tender referred to, and they shall be deemed to form and be read and construed as part of this agreement.
- **2.** The following documents shall be deemed to form, be read and construed as part of this Agreement, viz;
 - a) The letter of Acceptance issued by the purchaser.
 - b) The Notice Inviting Tender.
 - c) The supplier's bid including enclosures, appendixes, documents, Price Catalogue etc.
 - d) The Tender Document including various Terms and Conditions.
 - e) Any other document listed in the Tender document.
- **3.** In consideration of the payments to be made by the Purchaser to the Supplier within 45 days from the date of delivery and acceptance by concerned department/ section.
- **4**. The Annual Rate Contract shall remain valid for minimum period of one year from the date of award of contract.

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the Said (For the Purchaser) in the presence of
Signature
Name Address
Signed, Sealed and Delivered by the Said (For the Supplier) in the presence of
Signature
Name Address
Signed, Sealed and Delivered by the Said
Signature
Name Address