



Central University of Gujarat, Gandhinagar

Tender Document for Procurement of Scientific Equipment

Tender No.: CUG/19/2021-22

Dated: 03/03/2022

Central University of Gujarat
Near Jalaram Mandir, Sector-29,
Gandhinagar – 382 030
Tel: 079-23977407 / 09 Email: registrar@cug.ac.in

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NOTICE INVITING TENDER**Sub: Notice Inviting Tender (E-Procurement Mode) for Procurement of Scientific Equipment.**

Central University of Gujarat, Gandhinagar invites sealed Tenders under Two Bids System for procurement of **Scientific Equipment** from reputed Manufacturers/ Authorized Dealers /Bidders for procurement of mentioned items. All interested vendors are requested to send their sealed Tenders under Two Bids System for supply of the mentioned items as per details of technical specification given in **Chapter – 4**. The general terms and conditions and other details for bidders are at **Chapter – 1 & 2**. **The detail formats are at Chapter – 4 to 11.**

Details of tender are as follows;

Tender No.	CUG/19/2021-22
Last Date and Time for receipt of Tender	17/03/2022 at 12:00 Noon
Time and Date for Opening of Technical Bid	17/03/2022 at 03:00 PM
Venue of the tender opening	Administrative block, Sec-29, CUG
Tender Fee (non-refundable)	NIL
EMD (refundable but non-interest bearing)	As per list
Contact Telephone Numbers	079-23977407 / 409
For technical Details Contact through E-mail	registrar@cug.ac.in

The Tender document and details of terms and conditions can be downloaded from our website www.cug.ac.in or <https://eprocure.gov.in/epublish/app>

The bid proposals are to be sent in **three separate** sealed envelopes **(i) Technical Bid (ii) Financial/ Price Bid (iii) Tender Fee and EMD** and **these three envelopes are required to be kept in one sealed envelope duly super scribed with Tender Reference No. and Tender Notice detail as appended hereunder:**

TENDER FOR SUPPLY OF VARIOUS SCIENTIFIC EQUIPMENTS**Central University of Gujarat, Gandhinagar.****TENDER NO. CUG/19/2021-22 DATE: 03/03/2022****LAST DATE FOR SUBMISSION: 17/03/2022 up to 12:00 Noon**

The Registrar,
Central University of Gujarat, Gandhinagar.
Near Jalaram Mandir, Sector-29,
Gandhinagar – 380 030.

From: M/s -----
Contact No: -----
E-mail ID: -----

General Terms & Conditions**GENERAL:**

1. Central University of Gujarat, Gandhinagar hereinafter is referred as “BUYER” and Tenderer is referred as “BIDDER”, hereby invites tenders from suppliers confirming specifications of tender documents.
2. **As per Govt. of India Notification No. 51/96 Custom Dt. 23rd July 1996, University is exempted from Custom Duty for all research equipment.** We shall provide all the documents under this notification to enable you to clear the goods without payment of Custom Duty, whenever required. Please state clearly that this certificate is required.
3. **As per Govt. of India Notification No. 10/97CE Dt. 1st March 1997, University is exempted from Excise Duty for SCIENTIFIC / TECHNICAL INSTRUMENTS WHICH ARE USED FOR RESEARCH PURPOSE ONLY.** We shall provide all the documents under this notification to enable you to clear the goods without payment of Excise Duty, whenever required. Please state clearly that this certificate is required.
4. Any new taxes and duties liable on the subject contract due to change in legislation during the contract period shall be reimbursed subject to the applicability of the said Act to the satisfaction of the purchaser and the production of documentary evidence after availing of statutory concession, benefits etc.
5. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.
6. The leaflets catalogue, etc. should be sent invariably so that a proper evaluation of the equipment offered is possible.
7. Please also mention the pre-installation requirements for the equipment like ambient temperature, humidity, weather specifications, power specifications, etc. When items are provided full performance, satisfaction should be demonstrated.
8. The price bids of those firms will only be opened who are found to be technically qualified after evaluation. The bids submitted without Tender Fees and/or EMD will be summarily rejected and no further communications in this regard will be entertained. The University reserves the right to cancel/reject any or all bids without assigning any reason thereof.
9. **It is stipulated that insurance will be done by us or insurance agency authorized by the University after receipt of signed invoice mentioning this purchase order number and date, if the purchase is on FOR/FOB/FCA. Offer to be submitted in both FOR/FOB/FCA and CIF basis.**

SUBMISSION OF TENDER:

1. The offer **MUST BE ENCLOSED IN A SEALED COVER** super scribing Tender Number / due date & should reach the undersigned on or before due time and date mentioned in the tender notice. If the tender cover is not sealed, it will be rejected.
2. Before the deadline for submission of the bid, the University reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be notified to bidders receiving the bidding document in writing or by cable/fax/ email and will also be hosted on the University website.
3. Conditional Tenders will be summarily rejected.

4. A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the date of submission of the bid. Any re-submission or modification in the bid should be submitted before the date & time of submission of bid as originally conveyed in the invitation of bid.
5. No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.
6. The leaflets/catalogue and standard technical literature etc. of the technical features of the offered equipment must be submitted for proper evaluation.
7. **Warranty:** Minimum three (03) years comprehensive warranty of the Instrument from date of satisfactory installation and commissioning. In case any part or whole of the instrument is found defective during the warranty period, then the same must be replaced/ repaired free of cost. Necessary certificate in this regard should be furnished by the selected firm/company/vendor.
The AMC charges should be filled in commercial bid only.
8. **Technical Bid:** Technical bid consists of the entire tender documents including specifications and brochure of the manufacturing company if any, excluding the (1) Price bid and (2) (i) Tender schedule cost and (2) (ii) EMD.
9. **PRICE BID MUST BE SUBMITTED IN ENCLOSED PRICE BID FORMAT ONLY.**
10. Tender should be submitted/dropped **in the Tender Box in the office of the Registrar, Central University of Gujarat, Gandhinagar.** No tender is to be handed over to our staff personally unless otherwise specified. All communications are to be addressed to the undersigned only. In case due date happens to be holiday the tender will be accepted and opened on the next working day.
11. Quoting of Price (s):
 - (i) **Price quoted should be in FOR/FOB/FCA and CIF/CIP basis only (for Import products only). The agency should quote with all charges including custom clearance which is applicable to Central Research Education Institutions. The University will provide necessary documents, if required.**
 - (ii) **Price quoted should be in Indian Currency, free delivery at University Campus at site (for Indigenous products only).**
 - (iii) **CUG is eligible for concessional rate of GST i.e. @ 5% under the Notification No. 45/2017, Central Tax (Rate), State Tax (Rate) and/or 47/2017, Integrated Tax (Rate), dated 14.11.2017 subject to applicability of the cited clause of GST on items based on directives of DSIR and is also eligible for concessional rate of custom duty. Necessary certificate will be issued on demand.**
 - (iv) **Vendor is requested to indicate separately the approximate amount of Custom Duty for Stores being imported. Custom Duty will be paid at actual against proof of payment and bill of entry.**
12. **Quantity:** The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.
13. Other Govt. Taxes:
 - (i) As and when applicable, Custom Duty (CD), Octroi Charges, other taxes, levies, etc., are to be indicated separately.

- (ii) GST/Other Govt. Taxes: Excise Duty (ED), other taxes, levies, Education Cess, etc., are to be indicated separately. BIDDER should mention Central and State GST Registration, PAN Number are to be necessarily indicated in the offer.
 - (iii) The University is exempted from payment of Service Tax being the Central Educational Institution.
14. **Delivery:** Delivery at CUG Site / Lab the successful BIDDER should deliver the material as per tender document/ purchase order. **The successful bidder should emboss stickers of Purchase Order number on the material.** The BIDDER shall indicate the best and shortest possible delivery period for the supply of the complete machines/equipment from the date of placement of order. A bar chart indicating various activities from the placement of order to commissioning of the equipment/machine shall be furnished.
 15. **Indian Agent should submit the certificate from the Foreign Principal that they are the Authorized & Registered Indian Agent.** Otherwise submit dealership certificate of the offered product.
 16. **Agency commission, if any, will not be paid by the University.**
 17. **Optional items, if any, should be quoted in separate sheet otherwise your quote will be rejected.**
 18. **All pages are to be serially number, signed and stamped by the vendor. All documents provided by the vendor should be indexed.**

SUPPLEMENTARY /MODIFIED OFFER: Tender submitted against Notice Inviting Tender shall not be returned in case the tender opening date is extended/ postponed. BIDDER desirous to modify their offer/terms may submit their revised/ supplementary offer(s) within the extended Tender Opening Date (TOD) by clearly stating to the extent of updating done to the original offer. The University reserves the right to open the original offer along with the revised offer.

CANCELLATION OF TENDER: Not withstanding anything specified in this tender document, Purchaser/University in his sole discretion, unconditionally and without assigning any reasons, reserves the rights:

- a) To accept OR reject lowest tender or any other tender or all the tenders.
- b) To accept any tender in full or in part.
- c) To reject the tender offer not confirming to the tenders terms.
- d) To give purchase preference to Public Sector Undertakings whenever applicable as per Govt. Policy/ Guidelines.

TERMS OF PAYMENT:

- (i) **For Imports:** (a) Payment will be made through Letter of Credit (LC). LC will be opened for 100% of the order value. 90% payment will be released against dispatch documents through our authorized banker against 10% PBG (3% up to 31/03/2023), which needs to be submitted before opening of the L.C. and balance 10% will be released against delivery, inspection and successful installation, commissioning and acceptance by the user of the equipment at our site against Performance Security (PS) as mentioned at sub-clause (iii).
Or
(b) Sight at draft (on request)

Or

(c) Wire transfer (preferable) over LC

(ii) For Indigenous: -

- (a) Payment within 30 days from the date of delivery and & Acceptance Certificate of concerned Schools/Department/Section/Stores & Purchase Section.
- (b) Payment shall be made by electronic fund transfer offered by the Bank.

(iii) Performance Security (PS): Performance Security shall be furnished in the form of Demand Draft (DD) or Bank Guarantee (BG) from a Scheduled Commercial Bank operating in India. In case of Performance Security, it should be in the prescribed format as per **Chapter – 6** in favour of **Registrar, Central University of Gujarat, Gandhinagar**, to be submitted along with order acknowledgement. The PS should be valid for a period of 90 days beyond the date of completion of installation, commissioning and all contractual obligation of the supplier including the free warranty period.

(iv) Liquidated Damages (L.D.):

- (a) If a firm fails to execute the order in time as per the terms and conditions stipulated therein, it will be open to this University to recover liquidated damages for delay in delivery and Installation from the firm at the rate of 0.5% of the value of the equipment/machine/stores per week subject to a maximum of 10% of the total order value.
- (b) It will also be open to this University alternatively, to arrange procurement of the required equipment/machine/stores from any other source at the risk and cost of the firm, which accepted the order but failed to execute the order according to stipulated terms agreed upon.

VALIDITY OF THE OFFER: 180 Days from the last date of receipt of the tender prescribed in the tender document.

EVALUATION OF OFFER:

1. The University will evaluate technical and commercially acceptable offers on landed net price basis.
2. Offer which deviates from the vital conditions (as illustrates below) of the tender shall be rejected:
 - a) Non submission of complete offers.
 - b) Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
 - c) Receipt of offers in open conditions.
3. In case any BIDDERS is silent on any clauses mentioned in this tender document, the University shall construe that the BIDDERS had accepted the clauses as per the invitation to tender.
4. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.
5. In case of two bids system the date and time of Price Bid shall be intimated to technically qualifying bidders only.
6. The Purchaser shall correct arithmetical errors on the following basis:
 - (i) If there is a discrepancy between the unit price and the line item total that is

obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.

- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
7. **Selling exchange rate/equivalent to Indian Currency will be as on the date of bid opening in the case of single bidding and the rate on the date of opening of the priced bids in the case of two-part bidding.**
8. The comparison between the indigenous and the foreign offers shall be made on **FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidders shall be loaded further as under;**
- (a) **Towards Customs Duty and other statutory levies-as per applicable rates.**
 - (b) **Towards custom clearance, inland transportation etc. 2% of the CIF/CIP value.**
9. Where the price quoted on FOB/FCA and CIF/CIP basis are the same, the contract would be made on CIF/CIP basis only.
10. The Purchaser reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.
11. **REASONABILITY OF PRICES:**
- a) **The quoting party should give a certificate to the effect that** the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to the University to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later.
 - b) Copies of **at least last three supply orders of the last 3 years** received from other customers along with details of such supply orders preferably in India for the same item/model **must be submitted with the offer if they have any**, giving reasons of price difference of their supply order & those quoted to us, if any. Non-submission of such Purchase Order copies may lead to rejection of their bid.
 - c) The party must give details of identical or similar equipment, if any, supplied to any Central University / IIT labs/ NIT labs/ Scientific Institution of Government of India during last three years along with the final price paid and Performance Certificate from them.
 - d) A client list along with the satisfactory installation certificate of similar equipment supplied to Govt./ Semi Govt./ reputed private Institute must be submitted, without which their offer may not be considered for evaluation and rejected.

12. ANNUAL MAINTENANCE CHARGES:

The party must mention in the tender, the rate/amount of annual maintenance charges, if Central University of Gujarat, Gandhinagar opt for maintenance contract after expiry of the warranty period. This is mandatory to mention, wherever applicable. Non-submission of the same will lead to rejection of the bid. The right of the rejection is rest with the University.

SPECIFICATION AND SAMPLE

The suppliers shall supply the equipment/stores in accordance with the specifications/ descriptions of equipment/stores given in the acceptance of tender. The Purchaser reserved the rights to alter the description of stores including drawings given in the acceptance of tender. In the event any such alteration results in any implication to the deliver and price, such implication shall be mutually agreed between the Purchaser and Supplier. In case certified sample has been issued by the Purchaser and the specifications/ drawings also exist in the acceptance of tender then the certified sample will govern the supply to the extend of material, workmanship and finished.

TRANSFER AND SUBLETTING: The seller shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

FORCE MAJEURE: Force Majeure will be accepted on adequate proof thereof.

PACKING: The suppliers shall be responsible for the material being properly packed for the transport by Rail/Road/Air/Sea (as the case may be) so as to ensure there being free from lost or damage or arrival at destinations.

SUPERVISION OF ERECTION, COMMISSIONING & INSTALLATION:

Successful BIDDER shall depute concerned specialist, for supervision of erection & commissioning of the equipment/machine to be carried out as and when necessary. The successful BIDDER shall make necessary arrangement at their own expenses for stay, transport and other expenses of their specialist during their stay at Gandhinagar which also includes imparting training to the University personnel. The installation job must be completed within 30 days of delivery of the equipment/ machinery. L.D charges shall also be applicable to delay in installation also.

EARNEST MONEY DEPOSIT (EMD):

1. While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the University through any one of the following instruments:
 - (i) Fixed Deposit Receipt
 - (ii) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the University shall be treated as conclusive proof of payment.

2. The Earnest Money is normally to remain valid for a period of 90 (ninety) days beyond the date prescribed for the receipt of the tender.
3. No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
4. In case of successful BIDDER, EMD will be returned within 30 days from the date of submission of Performance Bank Guarantee.
5. SSI/NSIC units are exempted for submitting EMD as per GOI order. Such firms are requested to submit the cost of tender which shall not be considered for exemption. SSI/ NSIC registration certificate in support of the claim to be attached to the bid mandatorily, failing which offer shall be rejected.
6. EMD of a Tender will be forfeited, if the bidder withdraws or amends or modifies in tender or impairs or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful bidder fails to furnish the required Performance Security within the specified period and does not comply to PO terms and fails to deliver the equipment/stores, the EMD will be forfeited.

INSTALLATION & TRAINING:

- (i) Equipment to be delivered in test ready condition. Calibration of the equipment must be done at the time of Installation. Room planning including but not limited to civil and electrical work will be executed by the Principal. The University will provide the main power supply and necessary space only. The Principal must submit the pre-installation requirement along with the tender document.
- (ii) The BIDDER shall submit training proposal for the operation and maintenance to the personnel of the University on the offered equipment/machine.

RELOCATION: The manufacturer has to stand guarantee for the relocation of the system once the permanent campus of the University gets ready for operation. They must be in a position to dismantle the setup in the present campus and re-install it to the new campus, when asked for to do so at free of cost.

AGREEMENT: An agreement to be executed with the Central University of Gujarat on non-judicial stamp paper of the value of the Indian Rupees of one/three hundred.

LEGAL MATTER: All Domestic and International disputes are subject to Gandhinagar Jurisdiction Only.

Registrar
Central University of Gujarat, Gandhinagar

Pre-qualification Criteria

The CUG has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the bid as mentioned in Annexure -I, failing which their bids will be summarily rejected and will not be considered any further.

Annexure-I

Mention
Page
Numbers

Sr. No.	Pre-qualification criteria	Documents to be provided	Attached (Y/N)	Page No.
1.	The Bidder(s) should be a registered company in India under Companies Act 1956/partnership firm/HUF etc. and should have at least 05 years of prior experience of supply of scientific equipment at University/ Educational Institutes and other Organizations, etc.	Copy of Company Incorporation Certificate / relevant certificate along with proof of bidder working in the relevant domain or business should be enclosed		
2.	The Bidder should have successfully supplied scientific equipment at University/ Educational Institutes and other Government Organizations, etc.	The details of such institutions and the cost with name of equipment also be supplied with the standard format enclosed (Annexure II) with Work/Purchase orders and Completion certificates issued by the client should be enclosed.		
3.	The Bidder have annual turnover of at least 50 Lakhs in each last three financial years.	The details of such turnover with the standard format enclosed (Annexure III) with audited balance sheets/ P&L account and Income Tax Return certificates for the last 3 financial years.		
4.	Earnest Money Deposit (EMD) of	Attached with technical bid.		
5.	OEM's / Bidder/OEM's Details	As Annexure - IV (Standard prescribed format)		
6.	Bank details	As Annexure - V (standard prescribed format)		

7.	Bidder/Agency/ OEM / Bidder Bid form	As Annexure - VI (Standard prescribed format)		
8.	Declaration of Bidder/OEM	As Annexure - VII (Standard prescribed format)		
9.	Manufacturer's Authorization Form (MAF) The Bidder(s) must either be OEM(s) or their authorized business partners of repute as evidenced by copies of relevant certificates.	As Annexure - VIII (standard prescribed format) Authorization letter from the Principal Suppliers / Manufacturers should be enclosed		
10.	Warranty declaration Form.	As Annexure - IX (standard prescribed format)		
11.	Declaration of blacklisting/non-Blacklisting	As Annexure - X (Standard prescribed format)		
12.	Details of Firm's Experience of Similar Services	As Annexure - XI (Standard prescribed format)		
13.	The manufacturing(s) should be ISO 9000 certified company or must have an equivalent certification on the date of RFP or NCB.	ISO 9000 or equivalent certificate of Bidder should be enclosed		
14.	The Bidder(s) should not be involved in any Bankruptcy filing or for protection from it.	Undertakings from the Bidder(s) in this regard should be enclosed		

Note:

- The Bidders who are not meeting any of the above mentioned general, technical or commercial criteria shall be disqualified straightway and their commercial bids shall not be opened and evaluated further.
- Furnishing of wrong/ambiguous information in the compliance statement may lead to rejection of bid and further black listing of the Bidder/OEM, if prima-facie it appears that the information in the compliance statement was given with a mala fide /fraudulent intent.

Date: _____

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

(To be printed on Supplier's letterhead)

INTEGRITY PACT**General**

This pre-bid pre-contract Agreement herein after called the Integrity Pact is made on day of the month of, between, on one hand, the President of India acting through Registrar, Central University of Gujarat, Gandhinagar hereinafter called the “BUYER” of the first part and M/s.....represented by Shri, Director /Chief Executive Officer/ General Manager hereinafter called the “BIDDER/Seller” of the second part.

WHEREAS the BUYER proposes to procure **Scientific Equipment** and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
- 1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other

action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS:

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER

as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit

- 5.1 While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the University through any one of the following instruments:
 - (i) Fixed Deposit Receipt
 - (ii) Banker's Cheque
 - (iii) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the University shall be treated as conclusive proof of payment.
- 5.2 The Earnest Money is normally to remain valid for a period of 90 (ninety) days beyond the date prescribed for the receipt of the tender.
- 5.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- 5.4 In case of successful BIDDER, EMD will be returned within 30 days from the date of submission of Performance Bank Guarantee.

6. SECURITY DEPOSIT /PERFORMANCE GUARANTEE:

- 6.1 Performance Bank Guarantee is mandatory.
- 6.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be received in the office of Registrar, Central University of Gujarat, Gandhinagar on or before 30 days from the date of issue of order acknowledgement. The

performance bank guarantee to be furnished in the form of Bank Guarantee as per **Chapter – 6** of the tender documents, for an amount covering 3% of the purchase order value.

63 The Performance Bank Guarantee should be established in favour of “**Registrar, Central University of Gujarat, Gandhinagar**” through any Bank situated at Gandhinagar or outstation with a clause to be enforced the same on their local branch at Gandhinagar.

64 Performance Bank Guarantee shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.

65 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.

66 The performance bank guarantee shall be kept valid during the entire period of the contract and shall continue to be enforceable for a period of 90 days beyond the date of fulfilment of all contractual obligations including warranty period.

7. Sanctions for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 72 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 73 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this pact.
- 8. Fall Clause**
- 81 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or autonomous body and if it is found at any stage that similar product/system or subsystem was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU or autonomous body at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
- 9. Independent monitors**
- 91 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Central University of Gujarat, Gandhinagar).
- 92 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 93 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 94 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- 95 As soon as the Monitor notices, or believes to notice, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 96 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 97 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 98 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department within 08 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information & documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and Jurisdiction is Gandhinagar, Gujarat.

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. Validity

13.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact.

BUYER

BIDDER

Registrar, Central University of Gujarat,
Gandhinagar

Signature with seal

Date & Place:

Date & Place:

Witness

Witness

1. _____

1. _____

(Indenter)

2. _____

2. _____

Technical Specifications

The Required Technical Specifications of Scientific Equipment is as per following:-

Sr. No.	Equipment Name	Qty.	EMD (Rs.)	Specifications	Compliance Yes/No
School of Life Sciences (SLS)					
1.	Bench-Top Freeze Dryer System	1	12,390/-	<ul style="list-style-type: none"> ➤ Microprocessor controlled laboratory scale freeze dryer with vacuum pump for freeze drying of products. ➤ A standard ice condenser chamber made of stainless steel with minimum 8 port manifold. ➤ Automatic defrost system with water drainage facility. ➤ Ultimate vacuum < 0.1 mbar. ➤ Refrigeration system should be CFC free. Liquid crystal display for setting parameters and system operation. ➤ Ice condenser performance: Capable of removing of a minimum of 2 Litres water in 24 hours. Ice capacity per day: 1.5-3 Kg, Total ice capacity: 4-5 Kg. ➤ Condenser temperature: -55±2 °C ➤ Accessories: All necessary electricity cables, Seal valves (Minimum number 8), sealing gaskets (Minimum number 2), adaptors (Minimum number 8) must be provided. ➤ Power supply: 220 V, 50 Hz ➤ All the necessary cables should be provided. ➤ Warranty: Minimum three (03) years comprehensive warranty of the Instrument from date of satisfactory installation and commissioning and on whole equipment including vacuum and accessories. 	

CHECK LIST

(Please mark which is applicable)

Sr. No.	Particulars	Remarks
1.	EMD attached	Yes/ No
2.	Tender schedule cost attached	Yes/ No
3.	Pan No. (Copy should be attached)	Yes/ No
4.	GST No. (Copy should be attached)	Yes/ No
5.	Technical bid in the prescribed format attached	Yes/ No
6.	Financial bid in the prescribed format attached	Yes/ No
7.	Details of reputed Organizations where the tenderer has executed/running	Yes/ No
8.	Valid Authorization Letter from the manufacturer on their Letter Head	Yes/ No
9.	Integrity Pact	Yes/No
10.	Self-Declaration –No Blacklisting	Yes/No
11.	Authorization Letter for Attending Tender Opening	Yes/No
12.	All pages are to be serially number, signed and stamped by the vendor.	Yes/No

Note: *Submission of bid is as per terms & conditions as stated above.*

Place:

Name and signature of the authorized person of the firm /tenderer
along with seal

Dated:

FORMAT FOR EARNEST MONEY DEPOSIT / BID SECURITY

(To be typed on Non-judicial stamp paper of the value of Indian Currency of One Hundred)
(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT GANDHINAGAR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GANDHINAGAR OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT GANDHINAGAR. GUARANTEE/BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTABLE)

LETTER OF GUARANTEE

To,
Registrar,
Central University of Gujarat,
Near Jalaram Mandir, Sector-29,
Gandhinagar – 382030

IN ACCORDANCE WITH YOUR TENDER for the supply of **Scientific Equipment** M/s..... (hereinafter called the “Bidder”) having its Registered Office at, wish to participate in the said bid for the supply as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. (Rupees.....) valid up to..... **(90 days beyond the date prescribed for the receipt of the tender)**, is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition with in the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee:

We,(Bank name) having its Registered Office atguarantee and undertake to pay immediately on first demand by the amount of Rs..... (Rupees.....) without any reservation, protest, demur and recourse. Any such demand made by the University shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder. The Guarantee shall be irrevocable and shall remain valid up to **(90 days beyond the date prescribed for the receipt of the tender)** If any further extension is required, the same shall be extended to such required period on receiving instruction form the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein:

- (i) Our liability under this Bank Guarantee shall not exceed Rs.....
(Rupees.....).
- (ii) This Bank Guarantee shall be valid up to(date).
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or before..... (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office atsituated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of guarantee period.

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)
(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT GANDHINAGAR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GANDHINAGAR OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT GANDHINAGAR. GUARANTEE/BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTABLE.)

To,
Registrar,
Central University of Gujarat
Near Jalaram Mandir, Sector-29,
Gandhinagar – 382 030.

LETTER OF GUARANTEE

WHEREAS Central University of Gujarat, Gandhinagar (Buyer) have invited Tenders vide Tender No..... Dt. for purchase of **Scientific Equipment** AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment/machinery etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **“Registrar, Central University of Gujarat, Gandhinagar”** in the form of Bank Guarantee for Rs and valid till [90 (ninety) days beyond the date of completion of the installation, commissioning and all other contractual obligations of the supplier including the free warranty period, may be submitted within 30 (Thirty) days from the date of acceptance as a successful bidder.]

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to Central University of Gujarat, Gandhinagar on demand and without protest or demur Rs. (Rupees.....).

This bank further agrees that the decision of Central University of Gujarat, Gandhinagar (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Central University of Gujarat, Gandhinagar (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if University serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

The Registrar,
Central University of Gujarat,
Near Jalaram Mandir, Sector-29,
Gandhinagar – 382030.

Sub: Authorization for release of payment / dues from Central University of Gujarat,
Gandhinagar through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/Firm/Company:

2. Address of the Party:

City _____ Pin

Code _____

E-Mail ID _____ Mob No: _____

Permanent Account Number _____

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
IFS Code: (11 digit alphanumeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold the Registrar, Central University of Gujarat, Gandhinagar responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____

Date: _____

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.

MANUFACTURERS' AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation For Bids]*

To: *[insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 07 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PRICE BID

For Indigenous suppliers

Reference/Tender No.:- CUG/19/2021-22

Due Date:- 17/03/2022 12:00 Noon

Sl. No	Description of item & specification	Qty. In Units	Unit Price	Discount %	Excise/ Custom Duty %	GST %	Other charges if any please specify details	Total Price (in both figure & words)
Grand Total								

1. Delivery & Installation Period: 4 Weeks from the delivery at University, at site only.
2. Warranty: 3 Years warranty
3. Terms of payment:
 - a) 100% payment by letter of Credit 90% payment will be released on receipt of the documents without any discrepancies and balance 10% will be paid after satisfactory installation and commissioning.
 - b) Sight at draft (on request).
 - c) Payment by wire transfer (on request) within 30 days from the date of supply and installation of item.
4. Validity of the bid **90 days** from the date of submission of quotation/tender. 5.
Mode of Shipment:
5. **Equipment delivery is required at Site/ Lab of CUG. Hence, the rates must be quoted including custom clearance till CUG Lab / Site, if applicable.**
6. The bidder has to get custom clearance of equipment / stores for which the University will pay at actuals against proof of payment & bill of entry.

Signature:

Name:

Business Address:

Affix Rubber Stamp:
.....

Place:

Date:

Note: Price Bid should be submitted in given format only. For additional information/extra items above format may be typed and used.

Price Bid should be submitted in given format only.

PRICE BID
For Imported suppliers

Reference/Tender No.:- CUG/19/2021-2

Due Date:- 17/03/2022 12:00 Noon

Sl. No.	Short Description of items & Specification	Qty. In Units	Price Basis FOR/FOB/ FCA (See Point 6)	Shipping Charges	CIF Value	Total Bid Price (in both figure & words)
Grand Total						

1. Delivery & Installation Period: 4 Weeks from the delivery at University, at site only.
2. Warranty: 3 Years warranty
3. Terms of payment:
 - a) 100% payment by letter of Credit 90% payment will be released on receipt of the documents without any discrepancies and balance 10% will be paid after satisfactory installation and commissioning.
 - b) Sight at draft (on request).
 - c) Payment by wire transfer (on request) within 30 days from the date of supply and installation of item.
4. Validity of the bid **90 days** from the date of submission of quotation/tender. 5. Mode of Shipment:
5. **Equipment delivery is required at Site/ Lab of CUG. Hence, the rates must be quoted including custom clearance till CUG Lab / Site, if applicable.**
6. The bidder has to get custom clearance of equipment / stores for which the University will pay at actuals against proof of payment & bill of entry.

Signature:

Name:

Business Address:

.....

Affix Rubber Stamp:

.....

Place:

Date:

Note: Price Bid should be submitted in given format only. For additional information/extra items above format may be typed and used.

Price Bid should be submitted in given format only.

CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instruction indicated]

THIS CONTRACT AGREEMENT made the Between (1) Registrar, Central University of Gujarat, Sector-29, Gandhinagar – 382029, Gujarat State, India (hereinafter called "the Purchaser") as one part and (M/s.....) of (.....) hereinafter called " the Supplier" of the other part:

WHEREAS the Purchaser invited bids for, in which M/s..... was the successful bidder. M/s.....has accepted the bid for supply of those goods (Supply order No... dated). Brief Details of the instrument is given below:-

S. No.	Brief description of Goods and Services	Quantity to be Supplied	Unit Price	Supplier Details

With the following term and condition:

*All other Terms and Conditions and accessories will be as per the tender document.

Terms and Conditions:

1. **Warranty:** 3 years.
2. **Payment Terms:** Payment within 30 days from the date of receipt of PBG, Contract Agreement and Installation Report.
3. **Place of Delivery:** _____, Central University of Gujarat, Sector 30, Gandhinagar, Gujarat- 382030, India.
4. **Delivery & Installation:** 10-12 Weeks from the receipt of this supply order.
5. **Liquidated Damage:**
 - a. If a firm fails to execute the order in time as per the terms and conditions stipulated therein, it will be open to this University to recover liquidated damages for delay in delivery and Installation from the firm at the rate of 0.5% of the value of the equipment/machine/stores per week subject to a maximum of 5% of the total order value. The L.D charges can be increased to 10% in case of gross violation of the Purchase Order terms as decided by the Vice Chancellor of the University.
 - b. It will also be open to this University alternatively, to arrange procurement of the required equipment/machine/stores from any other source at the risk and cost of the firm, which accepted the order but failed to execute the order according to stipulated terms agreed upon.
6. **Performance security:** 3% of the purchase order value shall be furnished in the form of Demand Draft (DD) or Bank Guarantee (BG) from a Scheduled Commercial Bank operating in India. In case of PS, it should be in the prescribed format as per tender document in favour of Registrar, Central University of Gujarat, Gandhinagar, to be submitted along with order acknowledgement. The PS should be valid for a period of 90 days beyond the date of completion of installation, commissioning and all contractual obligation of the supplier including the free warranty period i.e. 3 Years + 3 months.

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 Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the bid Form and Price schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) terms and Conditions of Contract; and
 - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects there in conformity in all respects with the provisions of the contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law of India on the day. Month and year indicated above.

For and on behalf of the Purchaser signed:

Signed, Sealed and delivered by the

[insert signature]

In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

For and on behalf of the Supplier Signed:

[insert signature of authorized representative(s) of the Supplier]

In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING

No.

Date

To,
The Registrar,
Central university of Gujarat
Gandhinagar - 382030

Subject: Tender No. _____ Due on _____.

Sir,

Mr./Ms. has been authorized to be present at the time of opening of above tender on my/our behalf.

His/her attested signatures are as under:

Yours faithfully,
Signature & Seal of the Bidder

PREVIOUS SUPPLY ORDERS FORMAT

Name of the Firm:

Order placed by [<i>Full address of Purchaser</i>]	Order No. and Date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us.	Has the equipment been installed satisfactorily? [<i>Attach a certificate from the Purchaser/Consigner</i>]	Contact person along with telephone No. Fax No. E mail addresses

Signature and Seal of the Manufacturer/ bidder

Place:

Date:

FINANCIAL CAPABILITY OF BIDDER/OEM
[On the original letterhead of the Bidder/OEM]

Date: _____

Annual turnover details of the Bidder from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees
A	2018-2019	
B	2019-2020	
C	2020-2021	

[Extra rows may be added, if required]

*Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the above mentioned financial years shall submit as supporting evidence.

Please affix the signature of the authorized signatory of the Bidder with name, designation, seal and date here.

Please affix the signature of the authorized signatory of the statutory auditor of the Bidder with name, designation, seal and date here.

Authorized Signatory

(Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

[On the original letterhead of the Bidder/OEM]

Bidder/OEM's Details

1.	Name of the Firm/ Company	
2.	Name and Designation of Authorized Signatory	
3.	Communication Address:	
4.	Office Phone No: Mobile No:	
5.	Fax: E-Mail ID:	
6.	GST registration Number: PAN Number:	
Particular Details of the Bidder/OEMs Representative'		
7.	Name of the Contact Person: Designation: Phone No: Mobile No: E-Mail ID:	

UNDERTAKING

I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

Date: _____

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp:

[On the original letterhead of the Bidder/OEM]

**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/ UNSUCCESSFUL
BIDDER/OEM**

RTGS/ National Electronic Fund Transfer (NEFT) Mandate Form

Sl. No	Particulars	Attached (Y/N)
1.	Name of the Bidder/OEM	
2.	Permanent Account No. (PAN)	
3.	Particulars of Bank Account	
	a) Name of Bank	
	b) Name of Branch	
	c) Branch code	
	d) NEFT/ IFSC Code	
	e) Account No.	
	f) RTGS Code	
	g) 9-digit MICR code appearing on the cheque book	
	h) Type of account	
	i) Address	
	j) City Name	
	k) Telephone No.	
4.	Email id of the Bidder/OEM	

Note: - Please attach original cancelled cheque along with the RTGS/ National Electronic Fund Transfer(NEFT) Mandate Form

Date: _____

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

[On the original letterhead of the Bidder/OEM]

BID FORM

To, Registrar
Central University of Gujarat, (CUG),
Sector-29, Gandhinagar-382030

Sub: Procurement of Scientific Equipment at CUG, Gandhinagar.

Dear Sir,

We the undersigned Bidder (s), having read and examined in details the specifications and other documents of the Procurement of Scientific Equipment Tender No. CUG/19/2021-22, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of subscription and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 90 (ninety) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our bid documents. Further, we agree that additional conditions, deviations, if any, found in the bid documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this bid is accepted by you, we agree to provide access and services as specified in tender document. We fully understand that access to the software and services is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to Three percent (3%) of the Order value/tender value as stipulated in Financial Bid/tender document.

We agree that CUG reserves the right to accept in full/part or reject any or all the bids received or split order within successful Bidder without any explanation to Bidder and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2021

Thanking you, we remain,

Authorized Signatory (signature in full): _____

Company Rubber Stamp: _____

[On the original letterhead of the Bidder/OEM]

Date: _____

DECLARATION

I, _____ Son/Daughter/Wife of _____
Resident of _____ Proprietor/ Director / Authorized
Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and
execute this tender document.

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),
schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by
the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic
to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any
false information/fabricated document would lead to rejection of my tender at any stage
besides liabilities towards prosecution under appropriate law.

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

I/We hereby unconditionally accept the tender conditions of above-mentioned tender
document(s) in it's totally/ entirely.

In case any provision of this tender is 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 earnest money deposit.

Date: _____

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

[On the original letterhead of the Bidder/OEM]

MANUFACTURER'S AUTHORIZATION FORM

To, Registrar
Central University of Gujarat, (CUG),
Sector-29, Gandhinagar-382030
Ref: Tender No.:

WHEREAS _____ who are official
producers of _____
_____ and having production
facilities at _____

_____ do hereby authorize
_____ located at
_____ (hereinafter, the
"Bidder/OEM") to submit a bid of the following Products produced by us, for the Supply
Requirements associated with the above Invitation for Bids.

When resold by _____, these products are subject to our
applicable standard end user warranty terms.

We assure you that in the event of _____, not being able to fulfill
its obligation as our Bidder in respect of our standard Warranty Terms we would continue to
meet our Warranty Terms through alternate arrangements.

We also confirm that _____ is our authorized
Bidder/OEM/system integrator and can hence provide maintenance and upgrade support for our
products.

We also confirm that the products quoted are on our current product list and are not likely to
be discontinued within 5 years from the day of this letter. We assure availability of spares for
the products for the next five years after Five (5) years warranty.

Name In the capacity _____
of Signed _____
Duly authorized to sign the authorization for and on behalf of _____

Dated on _____ day of _____ 2020

Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed &
seal by an authorized signatory.

[On the original letterhead of the Bidder/OEM]

Undertaking

[Submitted on the Letterhead of original Equipment Manufacturer (OEM)]

An undertaking from the original equipment manufacturer is required and stating that they would facilitate the Bidder on a regular basis with technology/ product updates and extends support for the warranty aswell.

Authorized Signatory: _____

Date: _____

Name of the Authorized Person (OEM): _____

Warranty Declaration

[Submitted on the Letterhead of Bidder/OEM/ Supplier]

The warranty declaration states that everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be complete enough to carry out the experiments, as specified in the tender document.”

Authorized Signatory: _____

Date: _____

Name of the Authorized Person of Bidder/OEM: _____

**CERTIFICATE
DECLARATION REGARDING BLACKLISTING/NON BLACKLISTING**

I /We Proprietor / Partner (s) / Director (s) of M/s hereby declare that the firm/ company namely M/s..... has not been blacklisted

or debarred in the past by any organization from taking part in Government tenders. Or

I / We proprietor / partner (s) / Director (s) of M/s..... hereby declare that the firm/ company namely M/S.....was blacklisted or debarred by any Government Department from taking part in Government tenders for a period of.....years w.e.f..... The period is over on and now the firm/ company is entitled to take part in Government tender. In case the above information is found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by CUG and earnest money / EMD shall be forfeited. In addition to the above CUG will not be responsible to pay the bills for non-access.

Seal of the firm should be affixed.

Signature:.....

Name:

Capacity in which as signed:

Name & address of the firm:

.....
.....

Dated:

Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

[On the original letterhead of the Bidder/OEM]

DETAILS OF EQUIPMENT OF SIMILAR NATURE OF ASSIGNMENT COMPLETED

SIMILAR NATURE OF ASSIGNMENT COMPLETED		
Sr No.	Description	Project Detail
1.	Name of equipment/project and Location	
2.	Mention the equipment details	
3.	Name and Address of Employer/ Organization	
4.	Cost of equipment in Rs.	
5.	Date of commencement as per contract	
6.	Stipulated date of Completion	
7.	Actual date of completion	
8.	Litigation/arbitration pending/in progress with details*	
9.	Name and Address/email and telephone number of officers to whom reference may be made.	
10.	Remarks	

*Indicate gross amount claimed and amount awarded by the Arbitrator.

*For each work, space sheet be prepared as per above proforma.

Signature of Applicant(s) along with the Name & Stamp of company