



# CENTRAL UNIVERSITY OF GUJARAT

(Established by an Act of Parliament of India, No 25 of 2009)

Tender No: CUG/21/2018-19

Dated: 20/08/2018

## NOTICE INVITING TENDER

Sealed Limited category wise tenders are hereby invited for entering into Annual Rate Contract for supply of (1) Laboratory Chemicals, (2) Laboratory Glass-wares and (3) Laboratory Plastic-Wares with Filter/Filter Papers (4) Minor Equipments and Miscellaneous Items.

Tenders form along with Terms and Conditions etc. to be downloaded from the website: [www.cug.ac.in](http://www.cug.ac.in) or [CPPP Portal](#).

Interested / eligible parties may submit their tenders in the prescribed format along with account payee/crossed Demand Draft amounting to Rs.1000/- for each category wise tender schedule cost and category wise EMD (as mentioned in the tender document) to the Registrar, Central University of Gujarat, Gandhinagar by 11/09/2018 (3.00 p.m.). The tenders shall be opened at 3.00 p.m. on 12/09/2018 in the Administrative Building, Sector-29, Campus of Central University of Gujarat, Gandhinagar.

**REGISTRAR**

Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar-382030 (Gujarat)

Email: [registrar@cug.ac.in](mailto:registrar@cug.ac.in). Phone No. 079-23977409, FAX No. 079-23260076

गुजरात केन्द्रीय विश्वविद्यालय  
**CENTRAL UNIVERSITY OF GUJARAT**

(Established by an Act of Parliament of India, No 25 of 2009)  
Near Jalaram Mandir, Sector-29, Gandhinagar-382030, Gujarat  
Phone No. 079-23977405, FAX No. 079-23260076  
Website: [www.cug.ac.in](http://www.cug.ac.in)

## Notice Inviting Tenders for

ENTERING INTO ANNUAL RATE CONTRACT FOR THE SUPPLY OF

- I. LABORATORY CHEMICALS,
- II. LABORATORY GLASS-WARES,
- III. LABORATORY PLASTIC-WARES WITH FILTER/FILTER PAPERS
- IV. MINOR EQUIPMENTS AND MISCELLANEOUS ITEMS.



Tender No: CUG/21/2018-19  
Tender date: 20/08/2018

Last Date of Submission: 11/09/2018 (3.00 PM)

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REFERENCE NO. : CUG/21/2018-19  
DATE OF ISSUE OF TENDER : 20/08/2018  
LAST DATE FOR RECEIPT OF TENDER DOCUMENT : 11/09/2018 (3.00 PM)  
TIME AND DATE FOR OPENING OF  
THE TENDER [**TECHNICAL BID**] : 12/09/2018 (3.00 PM)

<i>PLACE OF OPENING OF THE TENDER:</i>	<i>Administrative Building, Sector-29 Campus of Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar-382030.</i>
<i>ADDRESS FOR COMMUNICATION:</i>	<i>The Registrar, Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar-382030.</i>

Signature of Tenderer  
With Seal

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**Tender Notice**

**NOTICE INVITING TENDER FOR ENTERING INTO ANNUAL RATE CONTRACT FOR  
THE SUPPLY OF**

- I. LABORATORY CHEMICALS,
- II. LABORATORY GLASS-WARES,
- III. LABORATORY PLASTIC-WARES WITH FILTER/FILTER PAPERS
- IV. MINOR EQUIPMENTS AND MISCELLANEOUS ITEMS

The sealed tenders are hereby invited from the manufactures or authorized dealers/suppliers/stockist for entering into **Annual Rate Contract** for the supply of the following four categories items to the Central University of Gujarat, Gandhinagar (Gujarat):

Category	Description	Tender Schedule Cost (Rs.)	Earnest Money Deposit (EMD) (Rs.)
I	Laboratory Chemicals	Rs.1000/-	Rs. 25,000/-
II	Laboratory Glass Wares	Rs.1000/-	Rs. 10,000/-
III	Laboratory Plastic-Wares with Filter/Filter Papers	Rs.1000/-	Rs. 10,000/-
IV	Minor Equipments and Miscellaneous Items	Rs. 1000/-	Rs. 10,000/-

**Note:**

1. The EMD amounting to **Rs.55,000/-** i.e. Rs.25,000/- for Category – I ,Rs.10,000/- for each Category-II, Category-III & Category - IV and four separate account payee Demand Drafts of the same for each respective category, if the tenderer quotes for all the four categories of items. Tenderers may quote for one or all the four categories of items.
2. The Tender Schedule Cost amounting to **Rs.1000/-** in each category and four separate account payee Demand Drafts of Rs.1000/- for each category if the tenderer quotes for all the four categories of items. Tenderers may quote for one or all the four categories of items.

The interested parties may send their Tenders on the prescribed Tender Document with a non-refundable tender schedule cost of **Rs. 1000/-** (account payee Bank Demand Draft) and Earnest Money of **Rs.55,000/-** i.e. for Category-I Rs.25,000/- and Rs.10,000/- for each Category-II, Category-III & Category - IV and four separate account payee Demand Drafts of the same for each respective category, if the tenderer quotes for all the four categories of items in the shape of Account Payee Bank Draft payable at Gandhinagar (Gujarat) or F.D.R.

duly pledged in the name of **Registrar, Central University of Gujarat, Gandhinagar** or a Bank Guarantee (Annexure-IX), for equal amount furnished on prescribed proforma, from any nationalized bank. The tenders received without **tender schedule cost** and **EMD** will be rejected straight way. The last date for the receipt of Tenders is 11/09/2018 (3.00 PM). The University in no case will be held responsible for late delivery or loss of the any document. The tender bids will be opened on 12/09/2018 (3.00 PM).

**The tender received without tender schedule cost and EMD will be rejected straight way.**

**Note:** The two crossed DD separately for tender schedule cost and EMD should be kept in the sealed cover.

The Tenders complete in all respects must be submitted in sealed envelopes which must be either delivered by hand or sent by registered mail, speed post or courier to the Registrar on the below given address, super-scribing on the envelop “**Tender for Annual Rate Contract of Lab Items**” so as to reach not later than **3:00 P. M. on 11/09/2018**. The University in no case will be held responsible for late delivery or loss of the documents so mailed. All the documents received after this specified date and time shall not be considered. The postal address is:

**The Registrar,  
Central University of Gujarat  
Near Jalaram Mandir, Sector-29,  
Gandhinagar-382030 (Gujarat)**

#### **1. Submission of Bids:**

The documents should be enclosed in separate envelopes of appropriate size each of which should be sealed.

- a) **ENVELOPE NO. 1:** Should contain (i) covering letter (ii) Technical Bid (Annexure – I - IV) duly signed and stamped and (iii) Requisite tender schedule cost of Rs.1000/- for each category and Earnest Money deposit of Rs.55,000/- i.e. Rs.25000/- for Category I, Rs.10000/- for Category II, III and IV respectively each.
- b) **ENVELOPE NO. 2:** Should contain the Price lists along with quantum of discount on each item duly signed, stamped and super- scribed as “Financial Bid” (Annexure-V-VIII).
- c) **ENVELOPE NO. 3:** Should contain Envelope 1 and 2.

The inner and outer envelopes should be addressed to the Registrar, Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar-382030 (Gujarat) and should clearly mention “Tender for **Entering into Annual Rate Contract for supply of the (1) Laboratory Chemicals, (2) Laboratory Glass-Wares and (3) Laboratory Plastic-Wares with Filter/Filter Papers (4) Minor Equipments and Miscellaneous Items to the Central University of Gujarat, Gandhinagar (Gujarat)**”.The inner envelopes should also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is delivered late. If the outer envelope is not sealed and marked as required, the University will bear no responsibility for the bids misplaced or premature opening. All Tenders should

be made in English and the rates should be written in both figures and words. Tender documents can be downloaded from the website ([www.cug.ac.in](http://www.cug.ac.in)) of the University.

The Tender documents must be submitted in an organized and structured manner. No brochures /leaflets etc. should be submitted in loose form. Please indicate page nos. on your tender, e.g. if the tender is containing 20 Pages, please indicate as 1/20, 2/20, 3/20-----20/20.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise.

The Central University of Gujarat, reserves the right to select the item (in single or multiple units) or to reject any tender wholly or partly without assigning any reason.

The Technical Bids will be opened in the office of The Registrar, Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar-382030 (Gujarat) on 11/09/2018 at 3.00 PM, in the presence of all the tenderers' or their authorized representatives. The bidders or their authorized representative may also be present during the opening of the Technical Bid, if they desire so, at their own expenses.

The *Financial bid* of only those bidders will be opened whose technical bids are found suitable by the committee appointed for the purpose. **Date and time of opening of financial bids will be decided after technical bids have been evaluated by the Technical Evaluation Committee.** Information in this regard will be posted on University website/CPP Portal.

## 2. Clarification:

In case the bidders require any clarification in regarding the tender document, they may contact **The Registrar, Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar-382030 (Gujarat). Phone No. 079-23977405, Email: [registrar@cug.ac.in](mailto:registrar@cug.ac.in).**

## 3. Rate contract Means:

**Rate contract for the supply of laboratory chemicals, glassware, laboratory filter/filter papers, minor equipments and miscellaneous items with following terms and conditions:**

- i. Manufacturers and authorized dealers/suppliers/stockists of manufacturers only shall participate in the Tender Process.
- ii. Each manufacturer will provide name of two authorized dealers in and around Gujarat. This is **mandatory** for each manufacturer if they want to supply through their authorized dealers/suppliers/stockists.
- iii. The bidder will not supply the items under Rate Contract, on a rate lesser than this Contract prices, to any other Govt. Institution/Autonomous Body/Scientific Institution. If it is found to be so then proportionate recoveries will be made from the bidder and Blacklisting will also be done.
- iv. Two original category wise printed copies of price list along with discount which will be allowed on each item & two category wise soft copies of price list in the form of CD/DVD be provided. (Hard copy of the category wise price list and list after

allowing discount on items proposed to be purchased along with stamp and sign is compulsory for placing order).

***DETAILED TERMS AND CONDITIONS:***

1. All rates quoted should be inclusive of delivery at Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar-382030 (Gujarat) and should be net i.e. including packing weighing, insurance and forwarding charges. The GST is required to be quoted separately.
2. Sample wherever required shall be submitted by the Firms duly signed/stamped/tagged indicating specifications, make/brand to reach this office by the date and time fixed for opening of tender. Samples should be sent against pre-paid RRs/G.T.R.S. 'To-pay consignments' will not be entertained and sample will remain undelivered with authorities and transport companies at the risk of the firm.
3. In case where full specifications are not incorporated or where specifications are such that the supplier cannot quote for, the supplier's own specifications should be stated in full for the articles quoted for. Any illustrative literature available, duly stamped and signed, should also accompany.
4. In all cases the country of manufacturers/particulars of manufacturer and unit of measurement etc., must prominently be stated. The unit should usually be the one stated in the inquiry.
5. All containers, packing cases, bags etc. will be deemed non-returnable unless specifically stated otherwise in the tender.
6. The area of supply is throughout Gujarat where the activities of the University are located and the suppliers shall have to execute each order placed by any of indenting officers of the University individually, irrespective of its quantity/numbers.
7. All supplies should be made within a fortnight of supply order or by the date stated in the order whichever is earlier. In case it is brought to the notice of the undersigned that the supply has not been made within the prescribed period, a penalty @ 0.5% of the delivered price of the delayed goods for each week, with maximum limit of 10% would be deducted from the bill and the tender will be cancelled and Performance Security will be forfeited. The University shall then be at liberty to make the purchase from any other source at supplier's risk and the University shall be free to blacklist the firm/suppliers.
8. No price increase will be allowed during the currency of the contract and rates approved shall remain in force during the currency of the rate contract.
9. The quantity/value of supply can be increased or decreased at the discretion of the University.
- 10 (i) The authorized dealers/suppliers once notified by the manufacturer/proprietors shall not be allowed to be changed in between the period of contract.
- 10 (ii) Sufficient number of samples according to the approved pattern for supply to each of the INDENTING OFFICER and two spares will have to be supplied and got approved if considered necessary by this office.
- 10(iii) The inspection of goods will be carried out by the consignee at the destination and rejected goods will have to be removed by the party at its own cost within 10 days of dispatch of advice from the indenting office failing which the goods will be at supplier's risk which may be disposed off by the University by public auction, if so considered.

- 11(i) The rejected goods will have to be replaced within 15 days of the dispatch by the Indenting Officer's registered notice intimating that the goods have been rejected, failing which the Indenting Officer will be entitled to make purchases at the risk and cost of the Contractor/Firms without any further reference to them.
- 11(ii) If the supplier claims that the goods supplied by him/them are strictly according to the approved samples/specifications, he may file an appeal to the Vice-Chancellor of the University within five days of the receipt of the Registered Notice from the Indenting Officer/Consignee. Where such appeal has been filed, the Indenting Officer /Consignee will hold the goods with him till the final decision of the Vice-Chancellor.
12. The supply must be completed satisfactorily within the stipulated period failing which the Indenting Officer concerned will have the right to purchase or allow to purchase the goods at supplier's risk, provided that where goods are not supplied according to the specifications and on account of urgency of the demand, the Indenting Officer decides to retain the inferior goods, the supplier will be entitled to receive payment not at the contract rate but at the rate fixed by the University with due regard to the quality of the material supplied. The Vice Chancellor is the final authority for the rate to be paid.
13. The quotations may be accepted in part or whole.
14. **The University reserves the right to enter into parallel contract with two or more firms and to accept or reject any tender without assigning any reason, if so required.**
15. The rates and units shall not be over written, amount shall be both in figures and words. The words 'NO QUOTATIONS' should be written cross all the items in the annexure for which a Firm does not wish to tender. All corrections must be signed in full by the Firm.
16. In case of goods controlled by the Government, the quotations must be sent subject to the control rates and the other conditions and supplier will be paid at the controlled rate or on the rate offered by the supplier whichever is lower.
17. Any dispute arising out of the deal shall be subject to the decision of the Vice-Chancellor of the University whose decision shall be final. Settlement of all disputes will be made within the jurisdiction of concerned court of Gandhinagar/Ahmedabad.
18. The University reserves the right to accept or reject any/all the tender without assigning any reason.
19. The signature on the tender/quotations etc. sent therewith will be deemed to be the authorized signature of the Firm.
20. **The tenders received after due date or without the earnest money and tender schedule cost or without samples wherever required shall stand cancelled/rejected.**
21. Payment will be released after satisfactory supply of the order of Chemical, Glassware, Labware and Minor equipment. Payment shall be released on receipt of the original bills in duplicate completed all respect and original delivery challans of all the items duly signed and stamped by the authorized representative of the user department.
22. **Any term/condition given by the supplier/firm, in contravention to the terms contained in the tender shall not be acceptable and shall be treated as null and void.**
23. In the event of tender, being accepted, the quotations will be converted into a contract, which will be governed by these terms and conditions.



24. The above conditions will be enforced unless written order of the Controlling Officer/Competent authority is obtained relaxing any specific condition in any particular instance.
25. The tender not strictly in accordance with the above conditions are liable to be rejected.
26. The tender shall be on the prescribed tender Form. The rates should be quoted against each item in the tender form. The special terms, if any, should be added on a separate sheet with tender.
27. The successful Firms will have to execute an agreement on the non-judicial paper of the value of Rs. 100.00 (specimen enclosed for ready reference) duly signed and stamped.
28. On acceptance of the tender, the Contractor shall furnish **Performance Security** amounting to Rs. 25,000/- (Rs. Twenty five thousands) in respect of Category-I, Rs.10,000/- for each Category-II, Category-III and Category-IV totalling to Rs.55,000/- (Forty five thousands), if the tender is approved for all the four categories in the shape of Account Payee Bank Draft or Fixed Deposit Receipt (FDR) duly pledged in the name of the University or Bank Guarantee for equal amount on the prescribed proforma, to Central University of Gujarat. This performance security must be deposited within 5 days of the award of the contract. EMD of the successful tender will be refunded after obtaining Performance Bank Guarantee. No interest will be paid on the performance security amount. The performance security should remain valid for a period of sixty days beyond the date of the completion of all contractual obligations of the supplies including warranty obligations.
29. Payment will be made in Indian Rupees only.
30. TDS and other statutory levies as applicable will be deducted from contractor's bill as per Govt. Instructions from time to time.
31. EMD of the unsuccessful tenders will be returned within one month after the finalisation of the tender.
32. Conditional tender shall be rejected.

**Registrar,  
Central University of Gujarat**

**READ AND ACCEPTED**

**Signature of Tenderer(s) with seal and Date**

## **DECLARATION BY THE TENDERER**

It is hereby declared that I/we \_\_\_\_\_ the undersigned, have read and understood all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/we will abide by all the terms and conditions. This is also certified that our principal manufacturing firm has no objection in signing the purchase contract if the opportunity for the supply of the items against this tender is given to me/us.

Date:

Signature:

Name:

Designation:

On behalf of Firm/Tenderer

(with seal)

ગુજરાત કેન્દ્રીય વિશ્વવિદ્યાલય  
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**Technical Bid for Category-I**

**FORMAT FOR TECHNICAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT  
FOR THE SUPPLY OF LABORATORY CHEMICALS.**

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm /Agency : \_\_\_\_\_
2. Registered Address : \_\_\_\_\_
3. Telephone No. (Landline) : \_\_\_\_\_
4. Fax No. : \_\_\_\_\_
5. Mobile No. : \_\_\_\_\_
6. Email Address : \_\_\_\_\_
7. Name & Address of Branch, if any : \_\_\_\_\_
8. Type of Organisation (Whether sole Proprietorship/Partnership Private Ltd. etc.) : \_\_\_\_\_
9. Name of Proprietor/ Partners/ Directors of the Organization/Firm : \_\_\_\_\_
10. Valid Authorisation Letter from the manufacturer in their Letter Head : \_\_\_\_\_

Sr. No.	Documentary Proof of	Attached (Yes/No)	Page Appendix No (If attached)
I	Valid Registration Certificate of the entity from the Govt./ State Govt.		
II	Duly filled form of technical bid		
III	Copy of Constitution or legal status of the bidder manufacturer/sole proprietorship/ firm agency etc.		
IV	Price list/catalogue of the items form the Principal		
V	Manufacturer Authorisation Certificate from the Principal must be attached by the bidder.		
VI	PAN Number with document (Attach a self-attested photo copy.		
VII	GST Registration with document (Attach a self-attested photo copy).		
VIII	Status of the bidder (Manufacturer/Distributor/Supplier/Agent)		
IX	<p>Financial Status of the entity The average annual turnover from similar jobs, of the quoting firm shall not be less than Rs.25 lakhs in the last three consecutive years.</p> <p><b>Enclose the following 3 Previous Financial Years:</b></p> <ol style="list-style-type: none"> <li>1 Copies of Profit &amp; Loss and Balance Sheets duly authenticated by a Chartered Accountant.</li> <li>2 Income Tax Returns.</li> <li>3 List of present clients.</li> </ol>		
X	Technical Bid should be accompanied by Demand Draft of Rs.1000/- (Non-refundable) against tender fee and 25,000/- for EMD.		
XI	Copy of Income Tax Return Acknowledgement for last three years.		
XII	Details/list of clients where similar services are presently provided by the tenderer separately for Govt. and Private clients (Annexure - ....)		
XIII	The bidder must have adequate experience of execution of similar work in Govt. Offices/PSUs/Autonomous Bodies and other similar organisations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.		
XIV	The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bid. Similarly, blacklisted/ banned/ debarred firms/ company by any central/ State Govt. or its organisation or autonomous bodies or central drug procurement agency is not		

	eligible to participate in the bid. (Not Black)		
XV	Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.		
XVI	Dealership/ Distributor/ Supplier/ Indian Agent/ Foreign Associates Authorised Certificate for the Supply of.....		
XVII	Name of the Foreign/Indigenous/Principal of the manufacture of ..... machine/plant/equipment from where these are to be imported/procured for supply/ Authorisation Certificate from the Principal		
XVIII	Name and Address of the Principal/Manufacture		
XIX	Any other relevant information (Specify)		
XX	<b>Detail of Bid Security /Earnest Money (EMD)</b>	DD/FDR No. _____ Dated _____ Name of the issuing Bank _____	
XXI	<b>Tender schedule cost Rs.1000/- (Non-refundable )</b>	DD No. _____ dated _____ <b>Name of the issuing Bank</b> _____	

Place:

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

Dated:

गुजरात केन्द्रीय विश्वविद्यालय  
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**Technical Bid for Category-II**

**FORMAT FOR TECHNICAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT  
FOR THE SUPPLY OF LABORATORY GLASS-WARES.**

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm /Agency : \_\_\_\_\_
2. Registered Address : \_\_\_\_\_
3. Telephone No. (Landline) : \_\_\_\_\_
4. Fax No. : \_\_\_\_\_
5. Mobile No. : \_\_\_\_\_
6. Email Address : \_\_\_\_\_
7. Name & Address of Branch, if any : \_\_\_\_\_
8. Type of Organisation (Whether sole Proprietorship/Partnership Private Ltd. etc.) : \_\_\_\_\_
9. Name of Proprietor/ Partners/ Directors of the Organization/Firm : \_\_\_\_\_
10. Valid Authorisation Letter from the manufacturer in their Letter Head : \_\_\_\_\_

Sr. No.	Documentary Proof of	Attached (Yes/No)	Page Appendix No (If attached)
I	Valid Registration Certificate of the entity from the Govt./ State Govt.		
II	Duly filled form of technical bid		
III	Copy of Constitution or legal status of the bidder manufacturer/sole proprietorship/ firm agency etc.		
IV	Price list/catalogue of the items form the Principal		
V	Manufacturer Authorisation Certificate from the Principal must be attached by the bidder.		
VI	PAN Number with document (Attach a self-attested photo copy).		
VII	GST Registration with document (Attach a self-attested photo copy).		
VIII	Status of the bidder (Manufacturer/Distributor/Supplier/Agent)		
IX	<p>Financial Status of the entity The average annual turnover from similar jobs, of the quoting firm shall not be less than Rs.25 lakhs in the last three consecutive years.</p> <p><b>Enclose the following 3 Previous Financial Years:</b></p> <ol style="list-style-type: none"> <li>1 Copies of Profit &amp; Loss and Balance Sheets duly authenticated by a Chartered Accountant.</li> <li>2 Income Tax Returns.</li> <li>3 List of present clients.</li> </ol>		
X	Technical Bid should be accompanied by Demand Draft of Rs.1,000/- (Non-refundable) against tender fee and 10,000/- for EMD.		
XI	Copy of Income Tax Return Acknowledgement for last three years.		
XII	Details/list of clients where similar services are presently provided by the tenderer separately for Govt. and Private clients (Annexure - ....)		
XIII	The bidder must have adequate experience of execution of similar work in Govt. Offices/PSUs/Autonomous Bodies and other similar organisations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.		
XIV	The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bid. Similarly, blacklisted/ banned/ debarred firms/ company by any central/ State Govt. or its organisation or autonomous bodies or central drug procurement agency is not eligible to participate in the bid. (Not Black)		

XV	Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.		
XVI	Dealership/ Distributor/ Supplier/ Indian Agent/ Foreign Associates Authorised Certificate for the Supply of.....		
XVII	Name of the Foreign/Indigenous/Principal of the manufacture of ..... machine/plant/equipment from where these are to be imported/procured for supply/ Authorisation Certificate from the Principal		
XVIII	Name and Address of the Principal/Manufacture		
XIX	Any other relevant information (Specify)		
XX	<b>Detail of Bid Security /Earnest Money (EMD)</b>	<b>DD/FDR No.</b> _____ <b>Dated</b> _____ Name of the issuing Bank _____	
XXI	<b>Tender schedule cost Rs.1000/- (Non-refundable )</b>	DD No. _____ dated _____ <b>Name of the issuing Bank</b> _____	

Place:

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

Dated:



ગુજરાત કેન્દ્રીય વિશ્વવિદ્યાલય  
**CENTRAL UNIVERSITY OF GUJARAT**

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Website: [www.cug.ac.in](http://www.cug.ac.in)

**Technical Bid for Category-III**

**FORMAT FOR TECHNICAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT  
FOR THE SUPPLY OF LABORATORY PLASTIC-WARES WITH FILTER/FILTER  
PAPERS.**

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm /Agency : \_\_\_\_\_
2. Registered Address : \_\_\_\_\_
3. Telephone No. (Landline) : \_\_\_\_\_
4. Fax No. : \_\_\_\_\_
5. Mobile No. : \_\_\_\_\_
6. Email Address : \_\_\_\_\_
7. Name & Address of Branch, if any : \_\_\_\_\_
8. Type of Organisation (Whether sole  
Proprietorship/Partnership Private Ltd. etc.) : \_\_\_\_\_
9. Name of Proprietor/ Partners/ Directors of : \_\_\_\_\_  
the Organization/Firm
10. Valid Authorisation Letter from the  
manufacturer in their Letter Head : \_\_\_\_\_

Sr. No.	Documentary Proof of	Attached (Yes/No)	Page Appendix No (If attached)
I	Valid Registration Certificate of the entity from the Govt./ State Govt.		
II	Duly filled form of technical bid		
III	Copy of Constitution or legal status of the bidder manufacturer/sole proprietorship/ firm agency etc.		
IV	Price list/catalogue of the items form the Principal		
V	Manufacturer Authorisation Certificate from the Principal must be attached by the bidder.		
VI	PAN Number with document (Attach a self-attested photo copy.		
VII	GST Registration with document (Attach a self-attested photo copy).		
VIII	Status of the bidder (Manufacturer/Distributor/Supplier/Agent)		
IX	<p>Financial Status of the entity The average annual turnover from similar jobs, of the quoting firm shall not be less than Rs.25 lakhs in the last three consecutive years.</p> <p><b>Enclose the following 3 Previous Financial Years:</b></p> <ol style="list-style-type: none"> <li>1 Copies of Profit &amp; Loss and Balance Sheets duly authenticated by a Chartered Accountant.</li> <li>2 Income Tax Returns.</li> <li>3 List of present clients.</li> </ol>		
X	Technical Bid should be accompanied by Demand Draft of Rs.1000/- (Non-refundable) against tender fee and 10000/- for EMD.		
XI	Copy of Income Tax Return Acknowledgement for last three years.		
XII	Details/list of clients where similar services are presently provided by the tenderer separately for Govt. and Private clients (Annexure - ....)		
XIII	The bidder must have adequate experience of execution of similar work in Govt. Offices/PSUs/Autonomous Bodies and other similar organisations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.		
XIV	The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bid. Similarly, blacklisted/ banned/ debarred firms/ company by any central/ State Govt. or its organisation or autonomous bodies or central drug procurement agency is not		

	eligible to participate in the bid. (Not Black)		
XV	Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.		
XVI	Dealership/ Distributor/ Supplier/ Indian Agent/ Foreign Associates Authorised Certificate for the Supply of.....		
XVII	Name of the Foreign/Indigenous/Principal of the manufacture of ..... machine/plant/equipment from where these are to be imported/procured for supply/ Authorisation Certificate from the Principal		
XVIII	Name and Address of the Principal/Manufacture		
XIX	Any other relevant information (Specify)		
XX	<b>Detail of Bid Security /Earnest Money (EMD)</b>	DD/FDR No. _____ Dated _____	Name of the issuing Bank _____
XXI	<b>Tender schedule cost Rs.1000/- (Non-refundable )</b>	DD No. _____ dated _____	<b>Name of the issuing Bank</b> _____

Place:

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

Dated:

गुजरात केन्द्रीय विश्वविद्यालय  
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Near Jalaram Mandir, Sector-29, Gandhinagar-382030, Gujarat  
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**Technical Bid for Category-IV**

**FORMAT FOR TECHNICAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT  
FOR THE SUPPLY OF MINOR EQUIPEMENTS AND MISCELLANEUOS ITEMS.**

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm /Agency : \_\_\_\_\_
2. Registered Address : \_\_\_\_\_
  
3. Telephone No. (Landline) : \_\_\_\_\_
4. Fax No. : \_\_\_\_\_
5. Mobile No. : \_\_\_\_\_
6. Email Address : \_\_\_\_\_
7. Name & Address of Branch, if any : \_\_\_\_\_
8. Type of Organisation (Whether sole Proprietorship/Partnership Private Ltd. etc.) : \_\_\_\_\_
9. Name of Proprietor/ Partners/ Directors of the Organization/Firm : \_\_\_\_\_
10. Valid Authorisation Letter from the manufacturer in their Letter Head : \_\_\_\_\_

Sr. No.	Documentary Proof of	Attached (Yes/No)	Page Appendix No (If attached)
I	Valid Registration Certificate of the entity from the Govt./ State Govt.		
II	Duly filled form of technical bid		
III	Copy of Constitution or legal status of the bidder manufacturer/sole proprietorship/ firm agency etc.		
IV	Price list/catalogue of the items form the Principal		
V	Manufacturer Authorisation Certificate from the Principal must be attached by the bidder.		
VI	PAN Number with document (Attach a self-attested photo copy.		
VII	GST Registration with document (Attach a self-attested photo copy).		
VIII	Status of the bidder (Manufacturer/Distributor/Supplier/Agent)		
IX	<p>Financial Status of the entity The average annual turnover from similar jobs, of the quoting firm shall not be less than Rs.25 lakhs in the last three consecutive years.</p> <p><b>Enclose the following 3 Previous Financial Years:</b></p> <ol style="list-style-type: none"> <li>1 Copies of Profit &amp; Loss and Balance Sheets duly authenticated by a Chartered Accountant.</li> <li>2 Income Tax Returns.</li> <li>3 List of present clients.</li> </ol>		
X	Technical Bid should be accompanied by Demand Draft of Rs.1000/- (Non-refundable) against tender fee and 10000/- for EMD.		
XI	Copy of Income Tax Return Acknowledgement for last three years.		
XII	Details/list of clients where similar services are presently provided by the tenderer separately for Govt. and Private clients (Annexure - ....)		
XIII	The bidder must have adequate experience of execution of similar work in Govt. Offices/PSUs/Autonomous Bodies and other similar organisations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.		
XIV	The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bid. Similarly, blacklisted/ banned/ debarred firms/ company by any		

	central/ State Govt. or its organisation or autonomous bodies or central drug procurement agency is not eligible to participate in the bid. (Not Black)		
XV	Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.		
XVI	Dealership/ Distributor/ Supplier/ Indian Agent/ Foreign Associates Authorised Certificate for the Supply of.....		
XVII	Name of the Foreign/Indigenous/Principal of the manufacture of ..... machine/plant/equipment from where these are to be imported/procured for supply/ Authorisation Certificate from the Principal		
XVIII	Name and Address of the Principal/Manufacture		
XIX	Any other relevant information (Specify)		
XX	<b>Detail of Bid Security /Earnest Money (EMD)</b>	<b>DD/FDR No.</b> _____ <b>Dated</b> _____ Name of the issuing Bank _____	
XXI	<b>Tender schedule cost Rs.1000/- (Non-refundable )</b>	DD No. _____ dated _____ <b>Name of the issuing Bank</b> _____	

Place:

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

Dated:

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**Financial Bid for Category-I**

**FORMAT FOR TECHNICAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT  
FOR THE SUPPLY OF LABORATORY CHEMICALS.**

<b>Sr. No.</b>	<b>Description of items</b>	<b>Price list w.e.f. _____ to _____ (Period)</b>	<b>Quantum of Discount offered on each items</b>
1.	Laboratory Chemicals		

Place:

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

Dated:

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**Financial Bid for Category-II**

**FORMAT FOR TECHNICAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT  
FOR THE SUPPLY OF LABORATORY GLASS-WARES.**

Sr. No.	Description of items	Price list w.e.f. _____ to _____ (Period)	Quantum of Discount offered on each items
1.	Laboratory Glass Wares		

Place:

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

Dated:



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**Financial Bid for Category-III**

**FORMAT FOR TECHNICAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT  
FOR THE SUPPLY OF LABORATORY PLASTIC-WARES WITH FILTER/FILTER  
PAPERS.**

<b>Sr. No.</b>	<b>Description of items</b>	<b>Price list w.e.f. _____ to _____ (Period)</b>	<b>Quantum of Discount offered on each items</b>
1.	Plastic Wares with Filter/Filter Papers		

Place:

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

Dated:

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**Financial Bid for Category-IV**

**FORMAT FOR TECHNICAL BID FOR ENTERING INTO ANNUAL RATE CONTRACT  
FOR THE SUPPLY OF MINOR EQUIPMENTS AND MISCELLANEOUS ITEMS.**

<b>Sr. No.</b>	<b>Description of items</b>	<b>Price list w.e.f. _____ to _____ (Period)</b>	<b>Quantum of Discount offered on each items</b>
1.	Minor Equipments and Miscellaneous Items.		

Place:

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

Dated:

**Annexure-IX**

**MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)**

Whereas ..... (herein after called the “tenderer”) has submitted their offer dated.....for the supply of ..... (herein after called the “tender”) against the Purchaser’s tender enquiry No. ....KNOW ALL MEN by these presents that WE ..... of ..... having our registered office at..... are bound unto the Central University of Gujarat (herein after called the “University”) in the sum of .....for which payment will and truly to be made to the said University, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of .....20.....

**THE CONDITIONS OF THIS OBLIGATION ARE:**

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the University during the Period of its validity:-
  - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

We undertake to pay the University up to the above amount upon receipt of its first written Demand, without the University having to substantiate its demand, provided that in its demand the University will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

(Signature of the authorized officer of the bank)

.....

(Name and designation of the officer)

.....

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

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**TENDER FOR**  
**ENTERING INTO ANNUAL RATE CONTRACT**  
**FOR THE SUPPLY OF (1) LABORATORY CHEMICALS, (2) LABORATORY GLASS-**  
**WARES AND (3) LABORATORY PLASTIC-WARES WITH FILTER/FILTER PAPERS**  
**(4) MINOR EQUIPMENTS AND MISCELLANEOUS ITEMS**

**CHECK LIST**

**(Please mark which is applicable)**

1.	EMD attached	Yes/ No
2.	Tender schedule cost attached	Yes/ No
3.	Pan No. with ownership proof attached	Yes/ No
4.	GST	Yes/ No
5.	Declaration certificate regarding, rates are not quoted lesser than this Contract prices, to any other Govt. Institution/ Autonomous Body/ Scientific Institution	Yes/ No
6.	Technical bid in the prescribed format attached	Yes/ No
7.	Financial bid in the prescribed format attached	Yes/ No
8.	Details of reputed Organizations where the tenderer has executed/running similar type of rate contract	Yes/ No
9.	Valid Authorisation Letter from the manufacturer on their Letter Head	Yes/ No
10.	Integrity Pact	Yes/No
11.	Self-Declaration –No Blacklisting	Yes/No
12.	Authorization Letter for Attending Tender Opening	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:

## **Conditions of Contract**

### **General Terms and Conditions**

1. **Parties:** The parties to the contract are the contractor (the tenderer to whom the work has been awarded) and the CUG, Gandhinagar for and on behalf of the Registrar, CUG, Gandhinagar.
  - a) Tender shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the Central University of Gujarat.
  - b) The EMD, in case of successful bidders shall be returned after submission of performance security and in case of unsuccessful Bidders shall be retained by the Purchaser, up to a maximum period of 2 months from the date of opening of the Bids or till the finalization of the tender, whichever is later. The bid security shall be refunded to the unsuccessful tenderers on written request. No interest will be payable by the Central University of Gujarat authorities on the EMD.
2. **Tender Fee:**
3. The Manufacturers (OEMS) / principals offering for the Rate Contract may furnish the name and address of their local authorized distributor / dealer, so that the copies of orders can be enclosed to them for expeditious supply. In such cases where local dealer / stockiest has been nominated by the principal; the bills raised by them against our purchase order will be accepted.
4. Any addition and deletion of authorized dealership / distributorship shall be intimated to the undersigned immediately on authorization of a new party.
5. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the Website of (<http://www.cug.ac.in>). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.
6. The percentage of discount quoted by each firm in tenders shall be given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders.
7. In case of supply of goods made through valid authorized dealer. Their name & mail address may be declared / indicated in the tender.
8. **DOCUMENTS COMPRISING THE BID:**  
The bids prepared by the bidder shall comprise of **(1) Technical Bid and (2) Financial Bid**

**Technical Bid:** To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria:-

- (a) Valid registration certificate of the firm of the Govt./ State Govt.
- (b) Duly filled format of Technical Bid Annexure.
- (c) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm agency etc.
- (d) Price list/catalogue of the items from the Principal.
- (e) Manufacturer Authorization Certificate from the Principal must be attached by the Bidder.
- (f) PAN number with document (Attach a self-attested photo copy).
- (g) GST/ Registration with document (Attach a self-attested photo copy).
- (h) The bidder shall be a Manufacturer / Distributors / Suppliers /Agents.
- (i) **Financial Status:-** The average annual turnover from similar jobs, of the quoting firm should not be less than **25 Lakhs** in the last three consecutive years. Copies of profit & loss account and balance sheets duly authenticate by a Chartered Accountant for the last three years should be enclosed.
- (j) The technical bid should be accompanied by Demand draft of Rs. 1,000/- (non-refundable) against tender fee and Demand Draft amounting to Rs.55,000/- EMD
- (k) Copy of Income Tax Return Acknowledgement for last Three years.
- (l) Details of clients where similar service are presently provided by the tenderer separately for govt. and private clients.(Annexure - ..)
- (m)The bidder must have adequate experience of execution of similar work in Govt. offices /PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
- (n) The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid. (Not black)
- (o) Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

**9. Financial Bid:** The financial bid shall contain:

- (a) Financial Bid Form [As per Annexure –V to VIII] – Price must be quoted as per format specify, failing which tender shall be summarily rejected.

**10. Signing of Tender:**

Individual signing the tender or other documents connected with contract must specify whether he sign as:

- (a) A sole proprietor of the concern or constituted attorney of such proprietor;

- (b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a attorney duly executed by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

**11.** A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, Central University of Gujarat, Gandhinagar may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

**12.** The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. **No PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.**

**13. Right of acceptance**

The Central University of Gujarat, Gandhinagar reserves the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The Central University of Gujarat, Gandhinagar reserve the right to reject any or all tenders / quotation or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

**14. Delivery:**

Delivery of good shall be made by the supplier within 30 days of placing of purchase order however; in case of emergent requirement the firm has to supply the required quantity of goods within 1 weeks of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 24 hours.

**15. Liquidated Damages**

Supply of material will have to be completed within 30 days or period mentioned in the purchase order. The liquidated damages charges @ 0.5% per week shall be imposed if supply made after expiry of delivery period subject to maximum 10% of the total value of goods/ contract value. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

**16. Risk Purchase**

If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our supply order, Central University of Gujarat, Gandhinagar reserves the right to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills and if the value of the materials under risk purchase exceeds, the amount of Security Deposit

and / or Bank Guarantee and Pending Bills, the same may be recovered if necessary by due legal process.

**17. The Payment Clauses:**

The bill in triplicate may be sent to this office for settlement after satisfactorily delivery of the material. The bill should have full particulars of the items(s) and tax components. No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work. The contractor shall submit the bill only after supply of the material to the satisfaction of the Central University of Gujarat, Gandhinagar, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods rejected.

**18. Performance Security**

The successful tenderer will be required to furnish a Performance Security Deposit for an amount of Rs. 55,000/- after receiving of award of contract in the form of **Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank** duly pledged in the name of the “**Registrar, Central University of Gujarat, Gandhinagar**” which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. In the event of non-deposition of the same the earnest money will be forfeited. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor’s performance obligations under the contract. Bank Guarantee format is given at Annexure-I & II below.

**19.** No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.

**20. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by **Central University of Gujarat, Gandhinagar** “in that event the security deposit shall also stands forfeited.

**21. Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing from **Central University of Gujarat, Gandhinagar**”, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

**22. Arbitration:** If any conflict or difference concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consolation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Registrar, Central University of Gujarat, Gandhinagar”. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or



becoming incapable to act as or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1190 and the rule framed there under and in force shall be applicable to such proceedings.

**23. Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Gandhinagar and all obligations hereunder shall be deemed to be located at Ahmedabad/ Gandhinagar Court will have Jurisdiction to the exclusion of other courts.

**24. Periodicity/ Duration of Tender:** The tender is initially for the financial year 2018-19 and may be extended for further period of 1(one) year.

### **Other terms & conditions of the Contract**

1. The successful firm will be required to be the work/ job for financial year 2018-19 from the date of award the contract. Central University of Gujarat, Gandhinagar shall, however, reserve the right to terminate the contract at any time without assigning any reason.
2. The items will have to be supplied at Central University of Gujarat, Gandhinagar. No transportation/ cartage charges will be provided for the same.
3. The firm may supply the required items as per the current price list of the manufacturer, showings clearly the discount offered.
4. The articles should be securely packed to avoid damages etc. in transit.
5. Central University of Gujarat, Gandhinagar shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item beyond office hours/holidays /place of supply for which, no additional payment shall be made.
6. In case a proposal is accepted the supplier/ principal will have to sign an agreement deed with us on a no-judicial stamp of appropriate value while entering into rate contract.
7. The firm should have availability of a responsible person on call on all working days between 09:00 Hrs to 18:00 Hrs.
8. The material shall be delivered at the Central University of Gujarat, Gandhinagar, Gujarat with a remaining shelf-life of at least 75% of the stipulated total shelf-life from the date of manufacturing of that product.
9. Order shall be issued actual need basis. Bills in triplicate for the items supplied by the selected firm(s) should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office/department and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by Central University of Gujarat, Gandhinagar.
10. The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours and on holidays. The person should be capable of taking orders

and making arrangement for supply of the desired items even on short notice to Central University of Gujarat, Gandhinagar.

11. In case the quality of goods supplied are not in conformity with the standard given in tender or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The Purchase Committee/ the department concerned reserves all right to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged.
12. Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.
- 13. Discount:** The Discount which will be offered by the manufacturer/ authorized distributions on the manufacturer's price list for the year 2018-19 may be mentioned. Firms must offer a flat discount rate on all items instead of separate discount on different items like culture media, chemicals etc.
- 14. Sale GST:** The rate of Sale GST should be mentioned clearly.
- 15. Authorization Letter:** Authorization letter from the manufacturer for the current financial year should be submitted along-with quotation, failing which quotation will not be considered.
16. The Central University of Gujarat, Gandhinagar reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.

**Special Conditions:**

- (a) Freight, insurance charges, if any will be borne by the supplier, similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for resupply. The defective supply will have to be replaced by the supplier within 10 days without additional freight / transport charge.
- (b) GST and the other Govt. levies will be paid extra as applicable.
- (c) Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R basis to the Institute from railway/ road transport.
- (d) Payment of the bill will be made preferably after receipt of the goods in satisfactory condition.
- (e) No revision in rate (on higher side) will be accepted during contract period.
- (f) Order will be placed as per requirement, irrespective of value of the order.
- (g) Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.
- (h) Supply should be made from the latest batch of production with maximum life period & original packing.
- (i) While submitting the tender document, the tenderer should sign on each page of the tender document.
- (j) The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.

**Inspection:**

- (a) Central University of Gujarat, Gandhinagar shall have the right to inspect and /or to test the goods to confirm their conformity to the **NIT Specification** at no extra cost to the Central University of Gujarat, Gandhinagar.
- (b) Central University of Gujarat, Gandhinagar right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by CUG, Gandhinagar prior to the goods shipment.
- (c) Central University of Gujarat, Gandhinagar shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- (d) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two (02) weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

(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 Annual Rate Contract for supply of (1) Laboratory Chemicals, (2) Laboratory Glass-wares and (3) Laboratory Plastic-Wares with Filter/Filter Papers (4) Minor Equipments and Miscellaneous Items 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 Annexure- IX of the tender documents, for an amount covering 10% of the purchase order value.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 7.2 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.
- 7.3 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**
- 8.1 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**
- 9.1 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).
- 9.2 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.



- 9.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 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**

Registrar, Central University of Gujarat,  
Gandhinagar

Date & Place:

Witness

1. \_\_\_\_\_

(Indenter)

2. \_\_\_\_\_

**BIDDER**

Signature with seal

Date & Place:

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

**SELF-DECLARATION –NO BLACKLISTING**

(Date)

To  
The Registrar  
Central University of Gujarat  
Near Jalaram Mandir,  
Gandhinagar – 382030. Gujarat.

Dear Sir/Madam,

Ref: Tender for Annual Rate Contract Provider for CUG

In response to the Tender Document for Annual Rate Contract for supply of (1) Laboratory Chemicals, (2) Laboratory Glass-wares and (3) Laboratory Plastic-Wares with Filter/Filter Papers (4) Minor Equipments and Miscellaneous Items provider for CUG, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted/debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Place:

Signatures \_\_\_\_\_

Date:

Name \_\_\_\_\_

Seal of the Organization \_\_\_\_\_

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