

**Important Terms and Conditions:**

1. If the supplier/firm is manufacturer/authorized dealer/sole distributor of any item, the Certificate to this effect should be attached.
2. a) The “Technical offer” should include the detailed specifications of main Item/equipment and its accessories. All items should be numbered as indicated in the Annexure-I .  
b) The one part of the offer should be placed in separate sealed envelope clearly marked “Technical Offer”. This includes DDs for tender Fee (for entire tender) and Department wise EMD, all Supporting Documents and should be super scribed with tender number, name of the item/equipment and tender due date.  
c) The bidder may download the tender document from the University website [www.gujaratuniversity.ac.in](http://www.gujaratuniversity.ac.in) or [www.nprocure.com](http://www.nprocure.com)
3. Fax and Email quotations are not acceptable.
4. Quotations should be valid for 120 days from the tender due date. The quotation should clearly indicate the period of delivery, warranty terms etc. A minimum of three years warranty is required from the date of commissioning.
5. Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) should be sent along with the Technical Offer, wherever applicable.
6. The Suppliers should submit copies of suitable documents in support of their reputation, credentials and past performance about the Product/equipment which they have supplied to premier educational Institution(s). Without these documents the tender may be rejected by the University.
7. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, TIN/VAT registration (Sales tax) and service tax registration.
8. The quantity shown against each item is approximate and may vary as per demand of the Gujarat University, Ahmedabad at the time of placing order.
9. The vendor must be able to provide the product/items within specified time period as prescribed in the Purchase Order. Failing which the EMD will be forfeited. Furthermore on completion of the stipulated time period, Purchase Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions.

10. Imported supplies should be delivered by air and quoted for CIP, Ahmedabad. Gujarat University prefers the Insurance of the consignment from the vendor's warehouse to School of Sciences, Gujarat University, Ahmedabad.

11. For Import purchase

In case of payment through Letter of Credit (LC), 90% (Ninety Percent) of the payment will be released after completion of the supply/delivery. The balance 10% (Ten Percent) of the payment will be released after satisfactory installation and commissioning of the item/equipment and submission of performance bank guarantee.

For indigenous purchase 'Advance Payment' is not allowed in any case. 100% payment will be released after completion of the supply/delivery, successful installation, commissioning and submission of performance bank guarantee.

12. Gujarat University, Ahmedabad is exempted from payment of Excise Duty and is eligible for concessional rate of Custom Duty. Necessary certificate will be issued on demand. The bidders will have to make all necessary arrangements for the clearance of imported goods. Hence, the price should include these charges, if any.

13. In the event of any dispute or difference(s) between the vendee Gujarat University, Ahmedabad and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the concerned authority of Gujarat University, Ahmedabad who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.

14 All disputes including arbitration (if any) shall be subject to Ahmedabad jurisdiction only.

15. Gujarat University, Ahmedabad reserves the rights to accept/reject any offer in full or in part or accept any offer other than the lowest offer without assigning any reason thereof. Any offer containing incorrect and incomplete information shall be liable for rejection.

16. Only those financial offers will be opened whose technical offers are found suitable and recommended by the expert committee appointed for the concerned instruments/equipments. No separate information shall be given to individual bidders. The Departmental Committee reserves its right to select or reject any or all of the items/equipments mentioned above without assigning any reasons.

17. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to The Director, University School of Sciences, Gujarat University, Ahmedabad - 380009 .
18. A demand draft from the Nationalized Bank / Scheduled Bank of non-refundable Tender fee (for entire tender) and Department wise EMD should be drawn in favour of “The Registrar, Gujarat University” payable at Ahmedabad.

The EMD of the successful bidder will be returned to them without any interest after completing the successful installation. The earnest money of unsuccessful bidders will be returned to them without any interest.

19. The Gujarat University reserves the right to consider or reject any or all tender.

**20. Pre - Qualification Criteria:**

Authorization: The bidder(s) should be the Manufacturer/Authorized/Licensed dealer. ‘Letter of Authorization’ from Original Equipment Manufacturer (OEM)/Principal on the same and specific to this tender should be enclosed. **An undertaking from the Original Equipment Manufacturer (OEM) is required stating that they would facilitate the bidder on a regular basis with technology/ product updates and extend support for the warranty as well.**

**21. Performance Guarantee Bond:**

- a. Performance Guarantee Bond is mandatory.
- b. Successful supplier/firm should submit performance guarantee as prescribed and to be received in the office of The Director, Department of Physics, University School of Sciences, Gujarat University, Ahmedabad – 380009, before the date of commencement of supply or 30 days from the date of acceptance of the purchase order, whichever is earlier. The performance guarantee bond to be furnished in the form of Bank Guarantee as per given proforma of the tender documents, for an amount covering 3% of the value of quantity of material on landed cost basis.
- c. The Performance Guarantee should be established in favour of “The Registrar, Gujarat University, Ahmedabad” through any Nationalized Bank/Schedule Bank Situated at Ahmedabad with a clause to enforce the same on their local branch at Ahmedabad.
- d. Validity of the performance guarantee bond shall be for a period of entire warranty period from the date of issue of installation and commissioning certificate.

22. Delivery: The item/equipment should be delivered and installed at the respective Department within the period as specified in the purchase order and be ready for use within two weeks of delivery unless otherwise prescribed.
23. Penalty: If the suppliers fails to deliver and place any or all the Equipment or perform the service by the specified date, penalty at the rate of 1% per week of the total order value subject to the maximum of 10% of total order value will be deducted.
24. Training: Supplier needs to provide adequate training at the respective Department of University School of Sciences, Gujarat University, Ahmedabad to the nominated person by Gujarat University, Ahmedabad at supplier cost.
25. **Installation & Warranty Declaration:** Suppliers must give the comprehensive onsite warranty including spares and labour as required from the date of successful installation of item/equipment against any manufacturing defects.

**Installation must be done within stipulated time period from the date of delivery of the item/equipment as specified in the purchase order.**

Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction / specifications specified in the Purchase order and demonstrate at the their own cost.

**26. Address for Communication:**

The Director,  
University School of Sciences,  
Gujarat University, Ahmedabad - 380009  
Contact: +91 79 26 30 2369  
E-mail: directorusscgu@gmail.com

(Note: Physical documents of tender should be submitted to the above mentioned office only and NOT to The Registrar's office or any other office of The University.)

Sd/-  
Registrar  
Gujarat University,  
Ahmedabad – 380 009,  
Gujarat, India