

GUJARAT BIOTECHNOLOGY UNIVERSITY
Gujarat International Finance Tech (GIFT) - City,
Gandhinagar-382355, Gujarat.

**E-Tender for Annual Rate Contract of Laboratory Consumables,
Chemicals, Glassware, Plasticware, Scientific Service and Gases on
Single Tender Enquiry (STE) Basis**

Name of Organization	Gujarat Biotechnology University
Tender Notice No.	GBU/PURCHASE/RC/2024/01 dated 12/09/2024
Tender Type (Open/Limited/EOI/Auction/Single)	Single
Tender Category (Services/Goods)	Goods and scientific service
Type/Form of Contract (Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Buy
Product Category	E-Tender for Annual Rate Contract of Laboratory Consumables, Chemicals, Glassware, Plasticware, Scientific Service and Gases
Contract duration	Three years (Read Special Terms and Condition Clause No. 7)
Is Multi-Currency Allowed?	No, only in INR
Date of Issue/Publishing	12/09/2024
Last Date and Time for Uploading of Bids on n-procure site	03/10/2024
Last Date for receiving physical document at GBU	06/10/2024
Date and Time of Opening of Technical Bids	To be informed later
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	180 days
Tender fees	Rs. 5000
Earnest Money Deposit/ Security Deposit	NA
Any Clarification	For queries contact: Anas Mansuri Assistant Registrar (Purchase) Contact No.: +91 79-69014-999 E-Mail: purchase@gbu.edu.in

Gujarat Biotechnology University, (hereinafter referred to as the “GBU”), invites online Bids in a two-bid format for “Annual Rate Contract for Supply of laboratory Chemicals, Labware, Glassware, Plastic wares, Lab Consumables and Gases” at the Institute as per the list at *Annexure-I* to the Tender form. All offers should be made in English and should be written in both figures and words. The bidders are requested to read the tender document carefully and ensure compliance with all instructions herein. Non-compliance with instructions in this document may disqualify the bidders from the tender exercise. Registrar, GBU reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly. Incomplete tenders, amendments, and additions to tender after opening or late tenders are liable to be ignored and rejected.

- a) Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- b) The bidder will go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted and the number of documents – including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.
- c) The tenders will be received online through the portal <https://gbutender.nprocure.com>. In the Technical Bids, the bidders are required to upload all the documents in pdf format. All bids, both Technical and Financial, should be submitted in the e-Procurement portal.
- d) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of a smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://gbutender.nprocure.com/>. Digital Signature Certificates can be obtained from authorized certifying agencies, details of which are available on the website.
- e) The Institute will not be responsible for any type of technical issue regarding uploading bids/offers on the website.

Rate Contract

A Rate Contract (commonly known as RC) is an agreement between the purchaser and the supplier for supply of specified goods (and allied services, if any) at specified price and terms & conditions (as incorporated in the agreement) during the period covered by the Rate Contract. In a Rate Contract neither quantity is mentioned nor is any minimum drawl guarantee given. In another words, the Rate Contract is in the nature of a standing offer from the supplier firm. The firm and/or the purchaser are entitled to withdraw/cancel the Rate Contract by serving an appropriate notice on each other normally by giving 30 (thirty) days' time. However, once a supply order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity period of the rate contract, that supply order becomes a valid and binding contract. In view of Government e Marketplace (GeM) coming into operation, Rate Contract can be concluded for specialized **R&D Consumables on NDP (Net Dealer Price) basis.**

Merits of a Rate Contract:

- The Rate Contract system provides various benefits to both the Purchaser (i.e. user) and the Supplier and the same are indicated below:

Benefit to users:

- Economical price due to aggregation of demands. Saves time, efforts, man-hours and related costs involved as well as repetitive tendering process. It thus reduces lead time for procurement.
- Availability of quality goods with full quality assurance back-up.
- Enables procurement as and when required and thus reduces inventory carrying cost.
- Provides one single point of contact to procure such items.

Benefit to suppliers:

- Reduces marketing cost and efforts.
 - Eliminates repetitive tendering and follow-up actions with multiple authorities.
 - Provides single point contact for Govt. supplies.
 - Aggregation of Govt. demand leads to economic production.
 - Lends credibility.
 - Promotes quality discipline.
- **Procedure for Conclusion of Rate Contracts on NDP basis by Gujarat Biotechnology University**

To procure different types of specialized Practical and R&D consumables which can be categorized under glass wares, plastic wares, chemicals, biochemical etc. for which the performance parameters differ significantly among the products of different manufacturers and where equitable comparison of prices of such products or services is not feasible, such requirements may be met by the Procuring Entity by concluding RCs on NDP basis. For this purpose, the following needs to be ensured:

- The Procuring Entity shall invite tenders on single tender basis directly from the known manufacturers or their authorized sole distributors who are specifically authorized to quote by the manufacturer for the particular tender.
- RC shall be concluded on NDP basis with applicable discount and terms & conditions.

- While concluding the RC it should be clearly indicated that RC is applicable for a particular category of items of the Price List/Catalogue of the vendor.
 - Depending upon the need, the Procuring Entity shall ensure that such contracts are concluded with only those firms whose products are often required on a repetitive basis by the Procuring Entity for its R&D activities. A large number of such RCs does not benefit the Procuring Entities since the vendors use the name of the Procuring Entity for securing RCs in other organizations and for furtherance of their other business interests.
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An Indenter is free to choose any of the RC holders to procure items under the RC depending upon the requirement of the experiment. In case the goods are proposed to be procured under direct purchase by rate contract, the indenter shall ensure that the prices to be paid for such products do not exceed those stipulated rates in the RC.

- The requirement of Bid Security and Performance security does not apply for RCs concluded on NDP basis.
- The provisions of the fall clause shall apply. (as described later)
- The RC on NDP basis can also be concluded directly with the foreign principal manufacturer/its foreign supplier in foreign currency ensuring that the benefits available to Gujarat Biotechnology University on account of Custom duty, IGST/SGST are properly availed.

Eligibility Criteria for the Bidder

1. The bidder should have a total sum of turnover of Rs. 1 Crore in the last three financial years and the turnover of the last year should be at least Rs. 30 Lakhs. The Certificate certified by a Chartered Accountant mentioning turnover of last 3 years should be attached along with the bid (Form no. F-1).
2. Bidders who wish to participate in this bid will have to register on <https://tender.nprocure.com> Further bidders who wish to participate in online bids will have to procure Digital certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions- a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
3. No conditional tenders shall be accepted, and such tenders shall be treated as rejected.
4. Physical submission of price bid will not be considered, and such tenders shall be treated as rejected.

Terms and Conditions

1. The bid is non-transferable.
2. The bidder has to submit the **compliance letter** on its letterhead duly signed by the authorized signature and other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of its bid **(Form no. F-2)**.
3. The bidder shall bear all the costs associated with the preparation and the submission of its bid, and GBU in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
4. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
5. The Bidder will have to submit **Non-refundable Bid Processing Fees of Rs. 5000/-**, on or before the date and hours of opening of the bids in a sealed cover at GBU office with the heading "**Bid Processing fees for the E-Tender for Annual Rate Contract of Laboratory Consumables, Chemicals, Glassware, Plasticware, Scientific Service and Gases**". Bid Processing fees must be in the form of Demand Draft in the name of "**Gujarat Biotechnology University**" payable at Gandhinagar along with the covering letter. Please affix a stamp of your company on the overleaf of demand draft. The details of Bid Processing Fees are to be submitted **(Form-F3)**.
6. In case of non-receipt of Bid Processing fees as mentioned above, within prescribed time the bid will be rejected by GBU as non-responsive.
7. The tenderers will have to indicate the brand of the product for which they are submitting their rate contract offer.
8. GBU is interested to enter into an annual rate contract with only reputed manufacturers or with their authorized dealers/distributors. Hence the tenderers are advised to attach the relevant documents along with their offer to prove credentials or bonafides with regard to their well-established manufacturer or authorized dealer in terms of quality/reputation of their products in scientific community **(Form no. F-4)**.
9. The latest copies of Income Tax Return, GST Registration must be submitted along with your offer **(Form no. F-5)**.
10. Please do submit the list of your customers (Government/Private research Laboratories/Institutes of repute with special reference to CSIR/DBT/ICMR laboratories/institutes.). In your customer list the name of the contact person, designation, telephone, fax and e-mail numbers must be given **(Form no. F-6)**. Five copies of the order each from reputed institution is to be submitted **(Form no. F-7)**.
11. This office shall prefer to enter into rate contract with manufacturers who can supply the materials directly to GBU laboratories from depot or warehouse in Gujarat. **This is to enable the supplier to execute the orders of GBU within 24 hours.**
12. Please mention maximum discount on your price list as applicable to Government Research Institutes. Discount must be indicated in words as well as in figures for each category and

brand (Form F-8). **Submit price bid online only as per Form-8. Physical submission will lead to rejection of the bid.**

13. All the bidders must submit their stamped price list from manufacturer or company with Tender fee in separate cover. Submission of price list and catalogue in soft copy (in excel and pdf both) and hard copy is must.
14. The Rate Contract must be valid for a period of **three years** from the date of awarding contract and it may be renewed on expiry at the sole discretion of GBU on the terms and conditions subject to the satisfactory performance of the tendered (More details: Read Special Terms and Condition Clause No. 7).
15. After expiry of tender/contract, bidder must supply the items at the same rate, terms and conditions of the tender maximum up to six months or till the completion of empanelment of new agencies, whichever is earlier.
16. Prices shall be exclusive of duties and taxes. The prices shall strictly be submitted in given format **online only**.
17. The manufacturers must indicate names and addresses of their local authorized dealers.
18. You have to supply the requisite consumables, reagents, equipment, manuals, protocol cards to GBU.
19. The tenderer must agree for immediate free replacement in case of any discrepancy is found with regard to quality/quantity of the material supplied by them under this rate contract and such items should be replaced within 7 days after communication from this office or otherwise it shall be considered as delayed delivery, and this office shall claim liquidated damages 0.5% per week subject to maximum 10% of total value of the order.
20. In case any sum of money is recoverable from and payable by the supplier, this office shall recover such sum by appropriating in part of whole from total value of the order and from the security deposit.
21. The bidder is required to furnish the Permanent Account Number as allotted by the Income Tax department.
22. The price to be quoted (price as indicated in the price list less discount, excluding taxes and duties as applicable) by the tenderer under the rate contract should in no event exceed the lowest price at which the tenderer sells the stores of identical description to any other person during the currency of rate contract. This undertaking in writing must be submitted along with your offer (Form E-9) and in the event of price being down below the rate contract price the bidder shall promptly furnish such information to enable this office to amend the rate contract price for subsequent supplies.
23. Compliance with National/International standards if any should be specified.
24. Parallel rate contracts for similar items can be placed at any time during the period of rate contract with one or more parties.
25. After completion of one year of the rate contract, Price of the item quoted will considered according to new price list submitted by bidder. It is mandatory to submit a new pricelist from parent company with stamp and undertaking about the pricelist, failing which only old prices will be considered valid for RC.
26. Certification of the price list is to be done by the OEM before submitting price list in the rate contract. If at any point of time GBU discovers about discrepancy of the prices submitted by

the vendor GBU will blacklist the vendor along with any action as deemed fit.

27. The rate contract can be terminated without any notice in case the performance of the tenderer is found consistently unsatisfactory or due to a serious lapse on the part of the tenderer. Where lapses are of a serious nature in addition to termination of contract the firm.
28. Registrar, GBU reserves all the right to accept or reject any offer in part or in full without assigning any reason/s thereof.
29. Registrar, GBU reserves the right to disqualify any product which does not comply with the research standards.
30. The tenderers will have to confirm in writing on the compliance letter in their offer that all the terms and conditions mentioned above are acceptable to them.
31. The credit bill should be presented in triplicate in the name of the respective authority as quoted in final supply order is made. For any delay in payment, interest or any other kind of compensation, etc. GBU will not make extra payment.
32. Bids shall be valid for 180 days after the date of financial bid opening. A bid valid for a shorter period shall be rejected as non-responsive.
33. The GST charge for GBU will be 5% for the product supplied by the party. GBU will provide the necessary certificate along with purchase order.
34. GBU can also ask for test samples from dealer/manufacturer if needed.
35. Tenderer must not be debarred or blacklisted or deregistered for the quoted item by any Government Department / Central Government / Organization / Undertaking in India at the time of opening of the tender. If any tenderer is debarred or blacklisted or deregistered during tender validity or during the validity of rate contract, by any State/Central Government / Undertaking / Organization, it is his (tenderer) responsibility to inform such thing to GBU. Failing to which will invite forfeiture of E.M.D or S.D. or Risk purchase or disqualification for appropriate period or any other penal action at discretion of GBU without any further reference.
36. **Arbitration and Laws:** In case of any dispute or difference arising out of or in connection with the tender conditions/order and Contract, the Institute and the Supplier will address the dispute/difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the venue of arbitration shall be at Gandhinagar only. The resolution of the Arbitrator shall be final and binding on both parties.
37. **Jurisdiction:** The courts at Gandhinagar alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender/contract. It is specifically agreed that no court outside and other than Gandhinagar Court shall have jurisdiction in the matter.
38. **Indemnity:** The vendor shall indemnify, protect, and save GBU against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any law pertaining to patents, trademarks, copyrights etc. or such other statutory infringements in respect of all the materials supplied by him.
39. **INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT / CONTRACT DOCUMENT:** In case of any ambiguity/dispute in the interpretation of any of the clauses in this Tender Document, Registrar, GBU's interpretation of the clauses shall be final and

binding on all parties.

40. **Corrupt or Fraudulent Practices:** GBU requires that the BIDDERS who wish to bid for the Annual Rate Contract have the highest standards of ethics. GBU will reject a bid if it determines that the BIDDER recommended for award has engaged in corrupt or fraudulent practices while competing for this contract. GBU may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of the contract.

41. **Code of Integrity:** No official of a procuring entity or a bidder shall act in contravention of the codes, which includes:

- prohibition of making the offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.
- any collusion, bid rigging or anti-competitive behavior that may impair the transparency, fairness, and progress of the procurement process.
- improper use of information provided by the procuring entity to the bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.
- any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.
- any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- obstruction of any investigation or auditing of a procurement process.
- making a false declaration or providing false information for participation in a tender process or to secure a contract.
- disclosure of conflict of interest.
- Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

42. **Delivery:**

- The delivery period shall be as mentioned in the purchase order and shall typically be around 3 weeks.
- The stores shall be supplied immediately within a period of 3-4 weeks as mentioned in purchase order either directly or through authorized distributor/dealer, as mentioned in purchase order.
- All the goods ordered shall be delivered to the Laboratory stores, 2nd Floor GBU Gandhinagar, within period mentioned in days from the date of issue of the purchase order on as and when required basis. All aspects of safe delivery and commissioning shall be the exclusive responsibility of the supplier.
- **Extension of Delivery Period:** If the supplier would be unable to complete the project/order within the stipulated time, for which the supplier is responsible, it is

required to request an extension of the delivery period before the expiring of the delivery period mentioned in the purchase order, it may be extended with justified reasons. In case the supplier fails to complete the order within the stipulated time, the Institute reserves the right to cancel the contract/order.

- **Penalty Clause:** As time is the essence of the contract, the Delivery period mentioned in the Purchase Order should be strictly adhered to. If the supplier fails to Supply as per order terms & conditions mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of the order value per day of delay, subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due, or which may become due to the supplier. GBU reserves the right to cancel the order if the delay is more than 10 weeks. Penalties, if any, will be deducted from the Invoice.
- The offer/ prices/ stores should be free delivery at laboratory stores, 2nd Floor GBU, Gandhinagar inclusive of packing [4 °C, -20°C, Dry ice or any other specific packing conditions required] and inclusive of all freight, forwarding, and transit insurance. This office shall not pay any additional charges.
- The tenderer must agree for immediate free replacement in case of any discrepancy is found with regard to quality/quantity of the material supplied by them under this rate contract and such items should be replaced within 7 days after communication from this office or otherwise it shall be considered as delayed delivery.

43. Payment:

- Payment will be made within 45 days after the receipt of goods in our stores in good condition. No other payment term will be acceptable to us. Payment will be made directly to the suppliers.
- The credit bill should be presented in triplicate in the name of the respective authority as quoted in the final supply order is made. For any delay in payment, interest or any other kind of compensation, etc. will not be made.
- Payment Terms: 100% after delivery at GBU and on submission of GST bills verified by the Indenter. The payment being claimed is strictly in terms of the contract, and all obligations on the part of the supplier for claiming this payment have been fulfilled as required under the contract.

Special terms and conditions applicable to RC- Bidders to note/Comply

1. The bidder is required to attach the printed scanned pricelist of the manufacturer in pdf format. If the bidder doesn't have a soft copy of the PRICE LIST, same can be submitted to us in the HARD COPY format as well which must be reached at the above address BEFORE the Tender Opening date.
2. The bidder should provide a price list of all catalog items in an Excel sheet and offer support to our ERP team for importing the price list into our ERP system.
3. The companies which cannot provide validity of rates for One Year need not apply.
4. There will be no change in price structure during the currency of contract except of the statutory levies which are made applicable by the Govt. through notifications/regulations change.
5. Price Must be quoted on the basis of Discount on Net Dealer Price (NDP) for each category of items in terms of Percentage (%) discount on NDP. An additional Dealer Discount may also be mentioned clearly as and when applicable.
6. Prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the principal company/authorized dealer sells the items of identical description to any other Govt. organization during the period of contract failing which the "FALL CLAUSE" of GBU rules will be applicable. A certificate to this effect may be provided by the principal company/authorized dealer that the lowest prices have been offered to GBU failing which the offer will not be considered. In case it is found that the prices charged by the firm are higher, the same will be recovered from the subsequent/unpaid bill of the supplier.
7. The RC shall be valid for a period of three years, which can be extended for 1 more year with the mutual consent of both parties. Every year as specified in RC award letter; firm shall be provided opportunity to revise the Catalogue price.
8. The RC may be withdrawn by giving one month's notice by both parties.
9. Actual supply orders, incorporating a definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, are to be issued for obtaining supplies through the rate contract.
10. The procuring entity may place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract. All such supplies will be guided by the terms & conditions of the rate contract.
11. In the Schedule of Requirement, no quantity is mentioned; only the anticipated drawl is mentioned without any commitment.
12. The Procuring Entity reserves the right to conclude one or more than one rate contract for the same item.
13. The Procuring Entity may ask the bidders to offer a separate discount for bulk purchases and define the quantity to be treated as "bulk" for a single supply order.
14. In case of emergency, the Procuring Entity may purchase the same item through ad-hoc contract with a new supplier.
15. The applicant firm must supply/mentioned price list latest pricelist hard copy /CD/pen drive in pdf and excel sheet with application form otherwise the RC form can be rejected. **Without submission of Price List application RC form will be rejected.**
16. If any discrepancy is noticed in the price list submitted, then the decision of GBU competent authorities will be final.

17. RC discount and Price Catalogue once approved cannot be changed during RC contract period.
18. In the start of second year and third year firm shall be provided chance to renew price list which should be provided by firm within the specified time period. The discount rate will not be changed to the lower side during the contract period / Extension.
19. Please offer the best possible discount considering the govt. Research institute status of GBU.
20. For any Queries, the prospective participants should send their Queries at the email purchase@gbu.edu.in at least 1 days prior to bid opening date. The Queries will be replied to by publishing on website. The changes made to the bidding document subsequent to the pre-Bid Queries shall be treated as an amendment to this bidding document and the same shall also be hosted on GBU website.
21. The bidder who wants to quote for more than one brand needs to provide Manufacturer's Authorization for each brand, failing which such offers shall not be considered.
22. Bidders may note that the mere conclusion of the rate contract does not guarantee the placement of purchase orders; rather, the orders shall be placed based on the demand from the users.
23. Purchase Orders placed till the last working day of the rate contract should be honored and executed under the rate contract without any need for an extension of the rate contract.

**Registrar,
Gujarat Biotechnology University,
GIFT City, Gandhinagar-382355**

ELIGIBILITY CRITERIA

Form no.F-1: Financial Strength of the Bidder

Financial Year	Turnover (Rs. In Crores)	Certificate Submitted? (Yes/No)

Form no.F-2: Compliance Letter

Document	Submitted (Yes/ No)
Form F2: Compliance Letter	

Form F3: Bid Processing Fees

Sr. No.	Item	Amount (In Rs.)	Name of the Bank and Branch	Demand Draft No.
1	Bid Processing Fees			

Form no.F-4: Authorization Letter

Document	Submitted (Yes/ No)
Form F4: Authorization Letter	

Form no.F-5: Income Tax Return, GST Registration

Document	Submitted (Yes/No)
Form F5: Income Tax return, GST Registration	

Form no.F-6: Customer References

Sr. No.	Name of the Organization	Contact Person	Contact Telephone No. and Address
1			
2			
3			
4			
5			

Form no.F-7: Customer Reference Orders

Sr. No.	Name of the Organization	Contact Person	Contact Telephone No. and Address	Submitted (Yes/No)
1				
2				
3				
4				
5				

SECTION II

Form no.F-8: FINANCIAL BID FORMAT (only online, no physical submission)

Sr. No	Category	Brand	Discount offered on Brand in respective category by Manufacturer	Please state billing would be from Gujarat or other state

Form no.F-9: Undertaking

Document	Submitted (Yes / No)
Form F9: Undertaking	

Form no.F-10: Restriction on procurement from land border

Document	Submitted (Yes / No)
Form F10:	

Form no.F-11: Local content declaration

Document	Submitted (Yes / No)
Form F11:	

Performa of Compliance letter

(Shall be submitted a scanned copy on Bidder's letterhead duly signed by Authorized signatory)

Date:

To,
Registrar, GBU
GIFT City, Gandhinagar, Gujarat 382355

Sub: Compliance with the tender terms and conditions, specifications and Eligibility Criteria

Ref: Tender no. GBU/PURCHASE/RC/2024/01

Dear Sir,

With reference to above referred tender, I, undersigned<<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>

We wish to inform you that we have read and understood the total requirement of the above-mentioned bid submitted by us on xx-xx-2024.

We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely complaint with specifications mentioned in the bid document.

We also explicitly understand that all quoted items and technical specifications of the bid and that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above ,the decision of **GBU Tender** Committee for disqualification will be acceptable by us.

Thanking you,

For <<Name of the bidder>>

<<Authorized Signatory>>

<<Stamp of the bidder>>

Performa of Undertaking

Undertaking to be given by the tenderer for supply of Scientific Lab. Chemicals, Consumables:

Whereas, The Director, Gujarat Biotechnology University, Department of Science & Technology, Government of Gujarat, MS Building, Block B & D , 6th Floor, GH Road , Sector - 11, Gandhinagar, Gujarat 382011- INDIA, has called for tenders for supplies as per the enclosed.

I / We hereby offer our tender at the rates as submitted online as a commercial bid and hereby also affix my

/ our signature(s) below this tender voluntary and full acceptance of all the terms and conditions of this tender, which shall be the agreement between the above tender calling authority and myself/us.

The price quoted (price as indicated in the price list less discount) in the offer in no event exceeds the lowest price at which I/We sell the items under consideration to the stores of identical description to any other person during the currency of rate contract.

Signature of the Supplier:

Name of the Supplier:

Capacity in which signing:

Full address of the Supplier:

Place: With seal/stamp:

Date:

DECLARATION REGARDING BLACKLISTING/NON-BLACKLISTING FROM TAKING

PART IN GBU Rate Contract Tender

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 DOT or any other Government 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 DOT, or any other 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 tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by GBU, and EMD/SD shall be forfeited. In addition to the above GBU, will not be responsible to pay the bills for any completed / partially completed work.

Signature-----

Name-----

Capacity in which as signed: -----

Name & address of the firm: -----

Date: Signature of Bidder with seal

Form -10

Please submit the undertaking letter as per Ministry of Finance Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 & Office Memorandum No.: F.18/37/2020-PPD dated 08.02.2021 as per performa given below on OEM letterhead as well as on bidder's letterhead.

Sub: Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 & Office Memorandum No.: F.18/37/2020-PPD dated 08.02.2021 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division

Ref: Bid Number: _____

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that we as a bidder and quoted product from following OEMs are not from such a country or, if from such a country, these quoted products OEM has been registered with competent authority. I hereby certify that these quoted product & its OEM fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number _____.

Sr no	RC Brand

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority, otherwise GBU reserves the right to take legal action on us.

(Signature)

Authorized Signatory of M/s <<Name of Company>>

Form -11

UNDERTAKING BY THE BIDDER/ MANUFACTURER/ SUPPLIER FOR LOCAL CONTENT (LC)

Date: _____

It is certified that we _____ (Name of the firm/Bidder) have read, understood content of Make in India Policy and will abide by the terms and conditions of the policy of **Department of Promotion of Industry and Internal Trade (DPIIT) Government of India** issued vide **Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, amended from time to time.**

Further we _____ (Name of the firm/Bidder) undertake to produce relevant records (like Bill for Entry, Custom Duty Challan, Bill of Material with relevant cost, cost of import services, Invoice, Payment Vouchers, Purchase Orders, Agreements, Contract etc if any) before the procuring authority or any authority so nominated by the **GUJARAT BIOTECHNOLOGY UNIVERSITY** for the purpose of assessing the local content.

That the local content for all inputs which constitute the _____ **AS PER PUBLISHED SPECIFICATIONS**, (Name of products/System) has been verified by _____ (Name of the firm/Bidder). We _____ (Name of the firm/Bidder) are responsible for the correctness of the claims made therein.

This is also certified that our offered item _____ **PER PUBLISHED SPECIFICATIONS (Name of Product/System)**, against Bid No. _____ dated _____ contains more than 20% / 50% (Strike off whichever is not applicable) of tendered items as local content (defined under MII policy). Our offered items come under Class-II / Class-I supplier as per Make in India policy. The local value addition will be made at _____ (Name of Place with complete address).

That in the event of the local content of the product mentioned herein is found to be incorrect and not meeting the prescribed local content norms, based on the assessment of an authority so nominated by the **GUJARAT BIOTECHNOLOGY UNIVERSITY** for the purpose of assessing the local content, an administrative action as per Make in India Policy may be initiated.

For and on behalf of _____ (Name of the firm/entity /Bidder)
Authorized signatory (To be duly authorized by the Board of Directors / Owner Proprietor)

Signature with Name, Designation and Contact No

ANNEXURE - I

1.	Status of the supplier (please Y/N)	
	a) Foreign supplier	Yes / No
	b) Sole Indian representative of foreign supplier	Yes / No
	c) Indian representative for foreign supplier	Yes / No
	d) Manufacturer	Yes / No
	e) Authorized distributor	
	• Regional level	
	• National level	
	f) Sole selling agent	Yes / No
	g) Authorized agent	Yes / No
	h) Any other (please specify)	Text Box
2.	Brief particulars of the firm/company/unit	Text Box
3.	Name, address with FAX/Telephone No. and e-mail	Text Box
4.	Name, designation and telephone number of contact person	Text Box
	• At enquiry level	Text Box
	• After placement of order	Text Box
5.	Do you have any authorized agents at Ahmedabad? (If yes, provide name, address, telephone/FAX No.)	Yes / No
6.	Have you any authorized agents at Gujarat? (If yes, provide name, address, telephone/FAX No.)	Yes / No

Tender Attachments

No	Form Details	Form no.
1	The copies of Audited Annual Accounts for last three years	F-1
2	Compliance letter	F-2
3	Bid Processing Fee	F-3
4	Authorization letter	F-4
5	Income Tax clearance certificate, CST, BST Registration	F-5
6	Customer list	F-6
7	Five copies of the order each from reputed institution	F-7
8	Price Bid with details of discounts offered for each brand in each category	F-8 [Submit Online Only]
9	Undertaking	F-9
10	Land border restriction form	F-10
11	Local content declaration	F-11
12	Price List (Hard copy and soft copy) In Pen-drive, pdf and excel sheet	

Note: Submit technical bid along with tender fee on or before due date and time in physical form through speed post/RPAD/courier and price bid in electronic form (online) only.