

Tender Document

For

Instruments & Other items

By

National Forensic Sciences University,

Gandhinagar

Campus at Gandhinagar

Sub: For the purchase of Instruments and other items for **Uttar Pradesh State Institute of Forensic Science, Lucknow**

TENDER BRIEF

The National Forensic Sciences University with the status of an Institution of National Importance is the world's first and only University established by the Government of India through Act, 2020 (32 of 2020) under the Ministry of Home Affairs (MHA), Women Safety Division.

Tenders are invited for the Supply of instruments & other Items on a Quantity basis as mentioned in the tender details section from reputed manufacturers or subsidiaries of the original foreign manufacturers are invited online (internet) for NFSU Gandhinagar.

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDER PARTICIPATION

- 1- All tender documents can be downloaded free from the website.
- 2- All bids should be submitted online from the website.
- 3- All bids should be digitally signed, for details regarding the digital signature certificate and related training involved the below-mentioned address should be contacted:-

(n)Code Solutions

A division of GNFC Ltd.

304, GNFC Infotower, Bodakdev,

Ahmedabad- 380 054 (India)

Tel : +91 7359021663

- 4- www.ncodesolutions.com The user can get a copy of instructions to online participation from the website,
- 5- The suppliers should register on the website through the "New Supplier" link provided at the home page, the registration on the site should not be taken as registration or empanelment or any other form of registration with the tendering authority
- 6- The application for training and issue of digital signature certificates should be made at least 72 hours in advance to the due date and time of tender submission.
- 7- For all queries regarding use of digital signature certificate should be addressed to personnel in M/s (n) Code Solutions.
- 8- For all queries regarding tender specifications and any other clauses included in tender document should be addressed to personnel in tendering office address provided above:-

CONTACT DETAILS

Campus Director

National Forensic Sciences University
Sector-9,

Gujarat State, Gandhinagar-382 007

Phone & Fax - 079-23977123-124/079 232 47465

VENUE:

Campus Director

National Forensic Sciences University
Sector-9,

Gujarat State, Gandhinagar-382 007

Phone & Fax - 079-23977123-124/079 232 47465

Key Value :-

**Document Fee/Tender Fee & Earnest Money Deposit (EMD): in favor of
"Executive Registrar, NFSU, Gandhinagar, Gujarat"**

II. General Terms and Conditions

1. The tenderer should invariably submit his tender in three sealed covers separately namely [1] Document Fee/Tender Fee Cover [2] E.M.D. Cover [3] Technical Supporting Documents Cover

2. Document Fee and EMD COVER

- a. Tender Fee payment should be made by DD Only, payable at Gandhinagar at any schedule bank.
 - b. Payment should be made in favour of "**Campus Director, NFSU, Gandhinagar, Gujarat**"
 - c. Payment made towards the document fee/Tender Fee will not be refunded.
 - d. Non-payment of the document fee will make the tenderer liable for disqualifications.
 - e. Payment made towards EMD will not be refunded unless bid is accepted.
 - f. Non-payment of the EMD will make the tenderer liable for disqualifications.
 - g. Wrong/ Fraudulent data submission may lead to disqualification / debar. Please ensure that you furnish the correct data.
3. Those tenderers who are exempted for payment of EMD must enclosed necessary documents as per GoI guideline updated time to time.

4. Bid Security

- i. To safeguard against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. The bidders should be asked to furnish bid security along with their bids. Amount of bid security should ordinarily range between two percent to five percent of the estimated value of the goods to be procured. The amount of bid security should be determined accordingly by the Ministry or Department and indicated in the bidding documents. The bid security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.
- ii. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th days after the award of the contract.

- iii. In place of a Bid security, the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

No interest shall be payable upon the Bid Security / EMD or any other amounts payable by the Seller to the Buyer under the Contract.

Following categories of Sellers shall however, be exempted from furnishing Bid Security:

- i. Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.
- ii. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- v. Sellers/ Service Provider having annual turnover of INR 500 Crore or more.
- vi. Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
- vii. Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents.
- viii. Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- ix. Central / State PSUs.
- x. Seller / Service Provider registered with designated Agency /Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of Bid Security document while bidding.

Participants not covered under this category shall have to pay EMD compulsorily as prescribed, failing which the tender will be treated as rejected at the time of opening of Bid in such cases, Technical Bid, as well as Commercial Bid, will be ignored. Any basic document with regards to EMD will not be acceptable after closing time of tender.

4A. The price preference will be given as per Government of India Guidelines.

5. Technical Bid Submission

- (a) The envelope should be marked as "**Technical Supporting Documents**". It should be noted that **physical submission of technical bid should be done.(Technical supporting documents consist Tender Fees, EMD, Technical brochures to supporting specifications, list of users/customers, Financial documents etc)**
- (b) If the suppliers fail to submit the supporting documents offline within time limit, the bidder is entitled for immediate disqualification.
- (c) The bids should be submitted on or before the time stipulated in Tender notice at the website <https://.nprocure.com>The technical supporting documents in physical form may be submitted at the following address:

Campus Director
National Forensic Sciences University
Sector-9,
Gujarat State, Gandhinagar-382 007
Phone & Fax - 079-23977123-124/079 232 47465

6. Commercial Bid Submission

- (a) The commercial bid submission should be done on the website only.
 - (b) The bids should be submitted on or before the time stipulated in tender notice at the website.
7. No tender will be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including postal/transit delay. However, if the last date of submission of tenders is declared as a holiday by the Government, the last date of submission of tenders will be extended to the next working day.
8. The tenderer should read this document very carefully and comply with the instructions / terms / conditions therein. Any tender which does not confirm with the instruction / terms / conditions therein is liable to be rejected without any reference.

TECHNICAL & COMMERCIAL OFFERS IN PARTS I & II

- 9. (i) No modification should be done by the tenderer in the name of item, and in the specifications / grade / quality / packing of the item given in the enquiry document. In Part-I (Technical Bid) all information asked / required including specification available in offered models should be mentioned clearly. Additional specifications / features if any

available in the offered models shall be provided in additional sheet. In Part-II, the rates, with break up shown in the formats provided with the tender documents to be quoted. For INDIGENOUS ARTICLES rates to be quoted in prescribed format of Commercial Bid Part-II (A) and for IMPORTED ARTICLES rates to be quoted in prescribed format of Commercial Bid Part-II (B). Nothing else should be written or filled in either Part I/II.

10. The rates should be quoted in Part-II (A or B as applicable) should be F.O.R. delivery with installation per unit basis mentioned in the enquiry document and should be comprehensive incorporating the cost of the instrument / equipment and accessories required as part of the equipment and shown as such in the enquiry document. In case any item is required as an essential accessory for operating the equipment, it must be mentioned clearly in Part-I and its rates must be included in the rates for the equipment in Part-II. If not mention of such essential accessories is made in Part-I or if its rates are not shown in Part-II, it will be presumed that the cost of essential accessories is included in Part-II and no separate payment for the same will be made thereafter under any circumstances. If any accessory is demanded as mandatory in the tender enquiry, under no circumstances it should be shown as an optional accessory and quoted separately. The price of the product offered must include the accessories required for operation of the instrument and no separate payment will be made even if such an accessory is not included in the quotation. Only those accessories which are specifically recommended by the manufacturer of the instrument / equipment should be offered as part of the equipment and under no circumstances a cheaper variety of an accessory not approved / recommended by the manufacturer should be offered.
11. **The rates shown in Part-II (Commercial Bid) shall be presumed, in all cases, as the net price exclusive of all duties and sundries. No payment against any duty / delivery charges etc. will be considered under any separate heading under any circumstances.** Octroi exemption certificate / **STATE G.S.T. / CENTRAL G.S.T. / INTEGRATED G.S.T. / U.T. G.S.T. / OTHER TAXES if applicable** will be paid as per rules & regulations by the consignees, on such request from the tenderer, after the order has been placed by this office subsequent to acceptance of the tender / quotation. As per Government of India notification updated time to time.
12. IN NO CASE, RATES SHOULD BE QUOTED IN ANYWHERE EXCEPT ONLINE IN PART-II i.e. COMMERCIAL BID.
13. (i) The detailed required specifications of the equipment to be purchased are shown in Technical Bid. The tenderer should either confirm whether the items offered are conforming to these specifications clearly OR specifications available in offer product should shown against each specification along with name of manufacturers, Brand / Model only in the format provided in technical bid. Please note that tenderer should not write 'As per Literature enclosed'. In such a case,

offer shall not be considered. Offers with minor deviation in non-critical specification shall be considered subject to overall acceptability of products in terms of its utility.

- (ii) The Tenderer should have to arrange demonstration of equipment offered as and when desired at their expense failing which tender shall liable to be ignored. In case where samples are required to be submitted, it should be kept ready and submitted as and when demanded in duly sealed pack super scribed with details of tender enquiry No, due Date, Name and address of tenderer, make/Model etc. failing which offer shall liable to be rejected.
- (iii) No conditional offer/ quotation will be accepted. Quotations with errors will be, rejected. No variation in the terms and conditions of the tender, including major deviation from standards / specifications / terms of supply will be accepted.
14. The quoted rates will be valid for **six months** from the date of opening of technical bid. Rates once quoted will be final and will not be allowed to be increased during the validity period under any circumstances and for any reason whatsoever.
15. The legible and certified copies of the following **Technical Supporting Documents MUST be submitted physically.**
- {a} MSME Certificate/Udhyog Adhaar/Manufacturing license (P.M.T. SSI No. / Industrial License / I.S.I. Certificate / Factory Inspectors License) / Product permission. {if applicable}/ Registration certificate with C.S.P.O./ S.S.I./K.V.I.C./N.S.I.C./D.G.S.&D {which ever is applicable};
 - {b} Copy of the Partnership deed (if manufacturer) / Memorandum of Articles {whichever is applicable}.
 - {c} I.S.O. certificate along with the declaration of manufacture of the item in the location certified by I.S.O. in the prescribed format {if applicable};
 - {d} Original Product literature / Photograph mentioning all technical specifications.
 - {e} I.S.I. certificate if applicable;
 - {f} Higher / Lower price certificate;
 - {g} Valid Tax clearance certificate or returns of last 4 quarters.
 - {h} Names & addresses of actual users of the equipment / item quoted;
 - {i} List of essential accessories required to operate the equipment {if any};
 - {j} Chartered Accountant's certificate in original for showing year wise production and sales for quoted product for last three years preceding of opening of technical bid. {Please refer Con. No.17 (iii)}. Last three years financial turnover certificate.
 - {k} ALL PHOTOS COPIES MUST BE SUBMITTED DULY CERTIFIED TRUE COPY / NOTORISED.

16. The enclosures shown at {c}-(declaration part), and {f} above MUST be in the prescribed format attached in Part-I. If these certificates are submitted but in a format different than that prescribed in Part-I, they are liable to be rejected without further reference. Those shown at {a}, {b}, {c}-(certificate part), {e}, {g} and {j} above should be in the format prescribed by the authorities competent to issue these certificate.
17. (i) The Tender should be submitted only by manufacturers. However, their authorized dealer shall allow delivery of stores. Submission of tender / billing by authorized distributor / dealer will be considered only upon receipt of Authorisation Letter.
- (ii) (a) If manufacture is not available for imported component (equipment – materials) then the authorized representative or dealer shall be allowed to quote the tender. But such authorized representative or dealer should be a regular supplier of quoted product of that manufacturer for last two years preceding the date of Technical Bid. AND also the authority letter should be submitted by manufacture or its subsidiary company duly filled in prescribed format with tender documents otherwise tender will be ignored.
- (c) In case when the authority letter is submitted by subsidiary company of their foreign manufacturer, the subsidiary company will have to submit document that they are participating in the tendering process on behalf of that manufacturer.
- (d) Such subsidiary company will have to produce documents that they are 100% subsidiary company of their foreign manufacture whose items / instrument is quoted.
- (iii) The manufacturers quoting items should have experience of manufacturing and selling of quoted products for three year preceding the date of opening of technical bid. For this purpose, they have to submit Chartered Accountant's certificate in original showing year wise production and sales for quoted product for last three years.
- (iv) In case where item is required with ISI Mark, manufacturing and selling experience of product having ISI mark will only be considered. But, in such a case, certified copies of licenses to use ISI mark for last one year as well as latest and valid license are to be submitted with tender. The license should be valid during the period of rate contract. It will be the sole responsibility of tenderer to ensure that necessary certificate and permission must be valid till performance of contract.
18. In no case the certificate should be dated earlier than one year {unless otherwise specified} and should be in force and valid on the last date of the submission of the tender / signing of the agreement {as the case may be}. In case, the certificates / licenses / permission are outdated or the validity period is over, the proof of applying for renewal should also be attached. Such certificates will be considered if the renewal has been applied for within the time limit prescribed for the renewal of that permission / license / certificate under the relevant rules and further if such application for renewal is not specifically rejected by the competent authorities. In case any certificate is still awaited from the competent

authority, the proof of making the application should also be attached which will be considered if the application is not specifically rejected by the competent authorities.

19. The tenderer must satisfy that they are in possession of the requisite permissions / licenses / permits required for the supply of the items for which the offer is made. FAILURE TO IF SELECTED OR TO EXECUTE THE PURCHASE ORDERS FOR WANT OF PERMISSION / LICENSE OR DUE TO NON-SYUPPLY OF CERTIFICATES / DOCUMENTS WILL BE VIEWED SERIOUSLY AND WILL INVITE FOREITURE OF E.M.D. / RISK PURCHASE / DISQUALIFICATION FOR APPROPRIATE PERIOD WITHOUT ANY FURTHER REFERENCE.
20. **THE TENDERER HAS TO SUBMIT ALL THE REQUIRED DETAILS / DOCUMENTS AND SAMPLE ETC. WITH THE TENDER. NO COMPLIANCE WILL BE ACCEPTED AND CONSIDERED AFTER DUE DATE i.e. OPENING OF TECHNICAL BID.**
21. The tenders will be opened online on the date, time specified in tender notice.
22. (a) In the first instance, **only "Technical bid"** will be opened online on the date of opening the tender and taken into consideration for finalization. Subsequently, **the "Commercial bid"** will be opened **online** only of those tenderers whose quotations satisfy the technical requirement of the indenter and are otherwise acceptable. The date of opening of commercial bid will be intimated to the qualified bidder.

(b) Back out from tender at any interim level during tender processing :-
Once the tender is submitted it will be the responsibility of the tenderer not to escape halfway directly or indirectly by way of raising any problems.
23. The technical scrutiny of the items will be carried out by a **committee of experts nominated** by the **Campus Director**, NFSU, Gandhinagar which may also include demonstration / sample testing and the report of the scrutiny committee shall be final and binding upon the tenderer. In case there is a discrepancy in the claim made by the tenderer and the specifications shown in the product literature / circuit diagram / photograph, reliance will be placed on the specifications shown in the product literature / circuit diagram photograph, ignoring the claim of the tenderer. Any change or alteration in the product literature / circuit diagram/ photograph must be authenticated by the manufacturer and an affidavit from the manufacturer for supplying the item as altered or changed should also be submitted failing which such changes / alterations will be ignored.

EARNEST MONEY DEPOSIT

24. All tenders must be accompanied by Earnest Money Deposit as specified in the schedule otherwise tender will be ignored.
25. (a) The E.M.D. is payable by all tenderers except Government of India undertaking / Corporations duly exempted by Government of India and manufacturers belongs to

Gujarat State and having valid SSI / TINY / COTTAGE registration along with NSIC/CSPO/DGS & D registration for item under tender enquiry. For getting exemption from paying EMD, tenderers have to furnish valid and certified documents along with tender. Otherwise tender will be rejected.

- (b) **EMD should be paid in form of Demand Draft in favor of Executive Registrar, NFSU, Gandhinagar Gujarat drawn on any bank in Gandhinagar OR irrevocable Bank Guarantee/TDR issued by schedule Bank.** The Demand Draft should be issued by bank only, after date of advertisement of tender enquiry. Bank Guarantee will be accepted in case where amount of EMD exceeds Rs.5000/- B.G. should be valid up to ONE year from the date of its issuance. E.M.D. in any other forms will not be accepted.

26. **The E.M.D. / Security Deposit shall liable to be forfeited** in the following circumstance when the:

- {a} tender is rejected due to failure to supply the requisite documents in the proper format or giving any misleading statement or submission of false affidavit or fabricated documents.
- {b} party fails to sign the agreement for entering into contract in case the offer is accepted due to any reason whatsoever;
- {c} party fails to supply the goods / items as per the orders placed by either this organization within the delivery period so stipulated.
- {d} party fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards or found to be decayed / spoiled before the date of expiry or to refund the cost of such goods.

ACCEPTANCE OF TENDER

27. The tender is liable for rejection due to any of the reasons mentioned below:

- 1. Non-Submission of tender within stipulated time online.
- 2. Submission of tender without Priced Tender Form (P.T.F.).
- 3. Tender is unsigned OR not initialed on each page or with unauthenticated corrections.
- 4. Submission of tender documents in unsealed envelopes.
- 5. Tender not submitted in separate envelopes as per conditions and the envelopes are not super scribed with details of the tender enquiry and part enclosed.
- 6. Non-payment of Earnest Money Deposit {if not exempted.}
- 7. Non-submission of required documents as shown in para 15 above.
- 8. Conditional and / or vague offers
- 9. Unsatisfactory past performance of the tenderer.
- 10. Rates have been shown elsewhere than Part-II.
- 11. Items with major changes / deviations in the specifications / standard / grade / packing / quality are offered in Part-I. (Please see condition No.13 (i).
- 12. Offering a cheaper accessory not approved / recommended by the manufacturer.

13. Offering an accessory as optional even though it is required to operate the instrument.
 14. Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
 15. Tenders not filled up properly.
 16. Non-submission of authority letter in prescribed format for imported components.
28. **Any conditional discount given by the bidder such as discount applicable on total order value, minimum order value on certain group of items etc. will not be considered for evaluation purpose. However, for ordering purpose, such discount shall be considered.**
29. Discount offered after price bid opening shall also be not considered for evaluation. However in a case tenderer happens to be selected bidder (without considering discount) such discount shall be considered while placing the order.
30. The consolidated rates will be taken in to account for preparing price statement. However, the tender which found technically acceptable as well as lowest in terms of evaluated rates only be considered for placing the order but, order will be placed at quoted or mutually agreed price.
31. The **Campus Director, NFSU, Gandhinagar** may seek any clarification / explanation / documentary evidence related to offer at any stage from tenderers if required. However any clarification / explanation or documentary evidence leads to implication on quoted price shall be considered only for placing the order but not for price evaluation.
32. The **Campus Director, NFSU, Gujarat State, Gandhinagar**, reserves the right to consider or reject any or all tenders or close the tender enquiry without assigning any reason at any time at any stage.
33. The **Campus Director, NFSU, Gujarat State, Gandhinagar**, does not pledge himself to accept the lowest or any tender and also reserves the right to accept the whole or any part of the tender against any item at his discretion. The tender will be accepted if **Campus Director, NFSU, Gandhinagar, Gujarat State**, is satisfied about the production, sale, quoted price technical details, utility of products and past performances of tenderer.
34. Successful tenderers have to pay a **security deposit of 5% as specified by the NFSU** in the agreement letter in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects in the name of **Executive Registrar, NFSU, Gujarat State, Gandhinagar**, drawn on any bank in Gandhinagar / irrevocable bank guarantee valid for a period not less than warranty duration + 60 days required at the time of entering into agreement for the

performance of the contract and same to be extended by contractor as and when desired by organization. Failure to pay security deposit and to execute the agreement within stipulated period shall invite disqualification of the tenderer for future quotations apart from forfeiture of E.M.D. and being liable for penalty as deemed fit by **Campus Director, NFSU, Gandhinagar** in relation to the tender under process. Security deposit is payable by all the parties except by the undertakings and corporations of the Government of India which are exempted by Government. The security deposits submitted in connection with the earlier contracts and which are locked with those contracts and which have not been released till date will not be considered and fresh security deposit separately for each items, must be submitted in such cases. The security deposit shall be refunded only after satisfactory execution of the contract and recovery of dues, if any.

35. Successful tenderers have to enter into agreement for due performance of the contract. The agreement form sent by this Office should be stamped with the adhesive stamp for the requisite amount, and signed before any Gazetted Officer of this Office or before a I Class Magistrate or Justice of Peace or Notary Public.
36. **The Accepted Tender (A.T.) holder should supply the equipments / items in fresh and sound condition meeting with the specification by the Campus Director, NFSU, Gandhinagar Refurbished or second-hand equipment / stores will not be allowed under any circumstances. If such case is noticed, than the store will be rejected out rightly and penal action will be taken against the A.T. holder. All supply orders issued by the indenting officers on or before the last date of the currency of the Supply orders will have to be accepted and the delivery for all such orders will have to be effected as per the schedule specified in the order, even though the date of actual supply may fall beyond the last date of the Supply orders.**

TERMS OF SUPPLY:

37. The packing and the labels of all the items to be supplied under the order shall be marked with the words 'FOR THE USE OF NFSU/DFS, GOVERNMENT OF INDIA – NOT FOR SALE'. If the items are packed in packets which are then placed or repacked within a box / carton / bottle / foil, these words swill be printed/marked on both the internal / external packs and labels. The retail price must not be printed or shown anywhere, either on external or internal pack / box / carton / foil.
38. The A.T. holder should have to supply the material in the Original Company's packing which shall indicate packing details and other particulars as required under the statutory provisions. Inner and outer packing of boxes / cartons should be of standard design as prescribed by the **Campus Director, NFSU, Gandhinagar** from time to time. The final packing of cartons of corrugated boxes shall be complying with IS 9313 : 1979 of November, 1980. Corrugated boxes having double wall 5 ply with maximum combined length 1275 mm or triple wall 7 ply with maximum combined length 1275 mm or triple

wall 7 ply with maximum combined length 1525 mm shall contain maximum gross contents 15 kg. & 20 kg. respectively. A packing slip of 10" x 8" shall indicate clearly and legibly the name of the product, batch number, quantity, date of manufacture, date of expiry gross & net weight, and consignee's name & address and other particulars as required.

39. In the event of breakages or loss of stores during transit against requisition order the said quantity will have to be replaced by the A.T. holder. The purchaser will not pay separately for transit insurance and the supplier will be responsible for the stores as soon as possible, but not later than 15 days from the date of arrival of stores at destinations notify the A.T. holder of any loss or damages to the stores that might / should have occurred during the transit.
40. **Inspection:** Inspection shall normally be carried out in the premises of the consignee. If goods are offered for inspection in the factory premises all expenditure shall be borne by the A.T holder. The entire store ordered shall have to be offered for inspection in open condition if required and the same shall be repacked in presence of inspecting team. All packing should be sealed and signed by inspecting authority and sent to the consignee without any extra cost within three days from the date of receipt of inspection note. Inspection charges, including the expenses for the experts, will be payable by the party as prescribed in the letter of agreement and as determined by the Purchase Committee from time to time.
41. No guarantee can be given as to the minimum quantity which will be drawn against the Supply order but the contractor will supply such quantities as may be ordered by Consignee or by this organization during the currency of the contract, from time to time.
42. **Delivery Period: (i) For Indigenous Equipment :** The maximum delivery period will be **six weeks** from the date of receipt of the A.T. in case of ordinary purchases and **two weeks** in case of the emergency purchase, in case of financial year ending purchase the stores must be delivered before ending of the said year. The installation of equipment is to also to be completed within **30 days** of delivery or basic facilities & infrastructure will be provided by consignee whichever is late. If the tenderer fails to supply the goods specified in the A.T. and/ or installation within the stipulated period, an amount equivalent to $\frac{1}{2}$ % {subject to maximum of 10%} of the value of the stores not supplied/installed within the stipulated period per week shall be recovered as liquidated damages unless the penalty is waived by the **Campus Director, NFSU, Gandhinagar**. Such recovery of the liquidated damages will not stop the **Campus Director, NFSU, Gandhinagar** from carrying out risk purchase described elsewhere and the amount recovered will be in addition to the difference of the risk purchase
43. The bills / invoices are required to be submitted by tenderers specifying the following details in the appropriate place of the invoices:

- a) No. and date of bills or invoice.
- b) No. and date of A.T.
- c) No. and date of order.
- d) Name and specification of item.
- e) Name of manufacturer & Model / Make / Brand
- f) Quantity; and
- g) Total cost.

44. **STATE G.S.T. / CENTRAL G.S.T. / INTEGRATED G.S.T. / U.T. G.S.T. / OTHER TAXES if applicable** will be paid as per rules & regulations by the consignees, on such request from the tenderer, after the order has been placed by this office subsequent to acceptance of the tender / quotation. An amount of Tax as applicable to be shown separately in the bill/invoice raised. Further, an amount of Tax. so collected should be remitted to the Government within prescribed time limit, otherwise strict action will be taken against defaulters.
45. The A.T holder will not charge any Octroi and he should obtain Octroi exemption certificate from the indenter/consignee.
46. **Payment Terms:** {A} The payment shall be made to the A.T. holder as under:
- {I} **For goods requiring installation:**
- {a} 100% of the invoice amount will be paid within 30 days of the satisfactory trial and installation of the goods at the destination.
 - {b} In the case of late installation, part payment will be made as per GFR.
 - {c} Installation of the instrument will have to be completed free of cost by the tenderer within a period of **30 days** of the receipt of an instrument in this department, failing which a sum equivalent to one **half percent** of the price of the instrument will be charged **per fortnight** or basic facilities & infrastructure will be provided by consignee whichever is late. **Any material, item, consumable required for installation and commissioning of instrument to be brought by the supplier at the time of installation of the equipment.**
- {II} **For goods not requiring installation.**
- {a} 100% of the invoice amount will be paid within 30 days of the delivery of the goods at the destination in good condition and after inspection of items as per specifications and requirement.
 - {b} **No advance payments will be paid in case of indigenous items.**
 - {c} No interest will be chargeable by the A.T. holder, if the payment is delayed.
47. The payment of the bill shall be made after deducting Government dues, if any.
48. The payment of the bills shall be withheld in the following circumstances:-
- a) The goods are found sub-standard or in non-acceptable condition.
 - b) Breach of condition of any contract by the A.T. holder.
 - c) Previous Government dues of A.T. holder.

49. The price escalation clause will not be allowed under any circumstances except statutory taxes / duties imposed / withdrawn / increased / decreased on quoted items by the State or Central Government during the period between opening of technical bid and stipulated date of delivery. The statutory price variation will not be allowed in the cases where:-

- {i} Stores offered on ex-stock basis.
- {ii} Store to be purchased on emergency basis.
- {iii} Statutory variation not communicated within seven days of its announcement by the contractor.
- {iv} Price break up and prevailing rate as well as amount of taxes / duties not clearly mentioned in Commercial Bid.
- {v} Duties / Taxes applicable due to mere crossing the limit of production / sales.
- {vi} Duties / Taxes imposed / increased by the Government after stipulated delivery period shown in the contract.

RISK PURCHASE

50. The risk purchase of the items ordered at the cost and risk of the party will be carried out when the party fails to:-

- {a} sign the agreement for entering into contract due to any reason whatsoever in case the offer is accepted.
- {b} supply the goods / items as per the orders placed by either this organization within the delivery period stipulated above;
- {c} party fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards or found to be decayed / infected / spoilt before the date of expiry or to refund the cost of such goods.

Provided however that in cases of {b} and {c} above, the risk purchase will be limited to the quantity so specified therein.

51. The Risk Purchase will be done at anytime after the delivery period is over.

- {a} The Risk Purchase will be done from Main holder for undelivered quantity of the Stores & the Contractor shall be penalized to the extend of 10% or difference whichever is higher.
- {b} When both parallel & substitute A.T. are not available, from the next higher acceptable offer in the respective tender;
Provided that if the risk purchase cannot be carried out on the basis of either of {a}, {b} above, then it will be carried out from the market after following the prescribed procedure.

52. Any monetary claim arising due to any of the terms and conditions of the tender / supply, including the difference arising due to risk purchase, will be recovered in the following manner:

- {a} From any pending bills of the party;
- {b} From any E.M.D./ Security Deposits of the party;
- {c} If amounts at {a} & {b} above are not sufficient to meet the demand of risk purchase amount as "LAND REVENUE DUES".

53. **Standard Breach Clause:** The **Campus Director , NFSU, Gandhinagar** shall, in addition to his powers under other clauses to terminate the contract, have powers to terminate his liability there under of the time by giving one month's (or such shorter period as may be mutually agreed) notice in writing to A.T. holder of his desire to do so and upon expiry of the notice, the contract shall be terminated without prejudice to the right accrued to the date of the termination. However, if the Government decided to put an end to the business relations on breach of any conditions of the contract no such notice shall be necessary and on event of Government decided to put an end to the business relations on breach of any conditions of the contract no such notice shall be necessary and on event of Government deciding to terminate the business, and the A.T. shall stand terminated with immediate affect.
54. (i) **Warranty Clause:** The A.T holder Shall be subjected to the following warranty clause that the goods/stores/articles sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in with the specifications and particulars contained / mentioned in the acceptance of tender notwithstanding the fact that the purchaser may have inspected and / or approved the said goods / stores / articles a priori and shall operate and function as specified for a period not less than **3 Years from the date of installation**. The decision of the purchaser in that behalf will be final and conclusive and he will be entitled to reject the said goods / stores / articles or such portion there as may be discovered not to confirm to the said description and quality. On such rejections the goods / stores / articles will be at the seller's risk and all the provisions here in contained relating rejection of goods etc. shall apply. The contractor / seller shall if, so called upon to do replace within a period of month of such further period as may be extended from time to time by the purchaser in its discretion on an application made thereof by the contractor / seller the goods / stores / articles or such portion thereof is its rejected in by the purchaser and it such on even above mentioned warranty period shall be pay to purchaser such damages as may arise by reasons for the breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.
- (ii) Tenderers will have to provide **four free services for maintenance** during the warranty period. In addition to provide services, supplier has to attend the complaint, if any, for any defects, within 48 hours including replacement of any defective part, failing which liquidated damages, as decided shall be recovered and similarly, period of break down of equipment shall be excluded from the warranty period. In such a case period of warranty shall be extended accordingly. After completion of warranty period, if the **Campus Director, NFSU, Gandhinagar, Gujarat State**, or consignees desires, supplier will have to enter into a **comprehensive maintenance contract for 5 years at the rate per annum not exceeding 10% of the total contract would include free replacement of any part / component, if required, during the period of the contract**. The maintenance contract of the above shall be made operative from any time during the first five years from the date of

contract. Any offer for service contract contrary to this condition will not be accepted. Tenderers will also have to guarantee regular and timely supply of all the spare parts required for the normal working of the item at a cost not exceeding the cost of such a part charged to any other Government organization.

55. Tenderers are required to impart training to operate equipment at the place of installation **within seven days of its installation.**
56. **Sample Testing:** Sample of the material shall be collected by an officer empowered by the **Campus Director, NFSU, Gandhinagar** in the manner approved by the **Campus director, NFSU, Gandhinagar** and will be sent for testing to an approved laboratory / institution. In case where the order is placed by Consignee, the samples will be collected an officer empowered by him and will be sent for testing. Testing fee will be recovered from the A.T. holder. The decision of the testing authority will be conclusive and final and binding the A.T holder. **In all supplies 1% of the supply value shall be deducted towards handling & testing charges from the invoice.**
57. **Replacement Clause:** If any stores supplied against the A.T. are found to be of not of standard quality on inspection and / or analysis by the competent authority, the contractor shall be liable to replace the entire quantity of the relevant order within the period as applicable under clause 39 supra or make full payment of the entire consignment against the particular invoice, irrespective of the fact that part or full quantity of the store supplied, may have been consumed. The decision of the **Campus Director, NFSU, Gandhinagar** taken on the basis of the report of the competent laboratory regarding goods not of standard quality will be final and binding. The stock of any item which has been declared not of standard quality shall be withdrawn from all the indenters and will not be returned to the contractor but will be destroyed by the organization and the contractor shall have no claim over such stores. If the replacement or payment as specified is not made by the contractor, the procedure for risk purchase as shown above will be initiated without any further reference or intimation to the contractor, however, the **Campus Director, NFSU, Gandhinagar** may ask for supply of 20% of the original consignment to meet any exigency of the situation. Neither Claim for relaxation of replacement for return of goods declared to be not of standard quality nor any request for acceptance of the replacement goods delayed after the delivery period, due to any reason whatsoever, will be entertained.
- 58, (a) The **Campus Director, NFSU, Gujarat State, Gandhinagar**, reserves the right to reduce or increase the quantity of stores mentioned.
- (b) The decision of this office as to increase or decrease in price under price variation clause shall be final and binding to the parties.
59. In case of the delivery period the **Campus Director, NFSU, Gandhinagar** may extend the same subject to the same terms of conditions, if found necessary to do so for a period not exceeding six months to which the contractor will have to abide. However, the extension for a period more than six months can be granted on mutual agreement by both parties. In case of the quantity purchase, the **Campus Director, NFSU, Gandhinagar** if found

expedient, may place within prescribed period from the date of A.T. a repeat order for the quantity not exceeding the quantity specified in the A.T. on the same terms and conditions as per the A.T. which the contractor will have to supply. However, the repeat order for the quantity more than the quantity of the original A.T. or after a prescribed period from the date of A.T. can be placed on mutual agreement by both parties and subject to approval of concerned authority.

60. The A.T. can also be terminated by the **Campus Director, NFSU, Gandhinagar** in the following circumstances:-
- 1) If the firm is debarred or disqualified or ceases to exist or convicted of any offence.
 - 2) If the quality of the item to be supplied is found not up to the standard and multiple samples are found to be not of standard quality.
 - 3) If supply position of the firm is not satisfactory
61. Whenever under this contract any sum of money is recoverable from the contractor & payable by the contractor to the **Campus Director, NFSU, Gandhinagar** or an officer empowered by him shall be entitled to recover such sum by appropriating in part of whole the Security Deposit paid by the Contractor, if a security being insufficient or if no security has been taken from contractor, then the balance of the total sum recoverable as the case may be deducted from the sum due to the contractor under this or any other contract (with the **Campus Director, NFSU, Gujarat State, Gandhinagar**) and remaining balance due will be recovered as arrears of "LAND REVENUE DUES".
62. **A.M.C.:-** After completion of warranty period, if the **Campus Director, NFSU, Gandhinagar** or Consignees desires, supplier will have to enter into a **annual/comprehensive maintenance contract** for 3 years in the case of equipment costing up to Rs.25 lakhs per item **OR** 5 years in the case of equipment costing of above 25 lakhs per item at the rate per annum not exceeding 10% of the total purchase value of the contract and the same would include free replacement of any part / component, if required, during the period of the contract. The maintenance contract of the above shall be made operative from any time during the first five years from the date of contract. Any offer for service contract contrary to this condition will not be accepted. Tenderers will also have to guarantee regular and timely supply of all the spare parts required for the normal working of the item at a cost not exceeding the cost of such a part charged to any other Government organization.
63. **(i) For the goods a Certificate must be provided from Quality Council of India (QCI) or Bureau of Indian Standard (BIS) or a Quality Assurance Certificate obtained from Recognized Institutions of Government of India. The preference for the purchase of such qualitative item will be given.**
- (ii) For the items manufactured at Foreign Country, if BIS and a certificate from recognised institutions of Government of India is not obtainable then a certificate from International Recognized Institutions will be accepted.**

64. . **Extension of Time :**

- (i) As soon as it is apparent that contract dates cannot be adhered to, an application shall be sent to the **Campus Director, NFSU, Gandhinagar.**
- (ii) Without prejudice to the foregoing rights if such failure to deliver in proper time as aforesaid shall have arisen from any causes which the **Campus Director, NFSU, Gandhinagar** may admit as a reasonable ground for extension of the time. (and decision shall be final) he may allow such additional time as he considers to be justified by the circumstances of the case.
- (iii) Provided always that any failure or delay on the part of sub-contractors though their employment may have been sanctioned shall not be admitted as a reasonable ground for any extension of time or for exemption, you from any liability for any such loss or damage, as aforesaid and provided further that no extension shall be allowed unless application for it shall, in the opinion of the **Campus Director, NFSU, Gandhinagar** (which shall be final) have been made and in his opinion is justified.

65. The jurisdiction of any dispute will be Gandhinagar or Ahmedabad.

66. ANNUAL MAINTENANCE CONTRACT (A.M.C.) & COMPREHENSIVE MAINTENANCE CONTRACT (C.M.C.) CHARGES FOR NEXT FIVE YEARS AFTER WARRANTY SHOULD BE QUOTED SEPARATELY.AMC/CMC CHARGES WILL NOT BE TAKEN INTO ACCOUNT FOR PRICE COMPARISION FOR DETERMINING THE LOWEST BIDDER.

67. **Demo :** Administratively qualified vendors are required to have demonstration of quoted items to the user for verification of specification, performance, accuracy and precision as and when required. If it is found not satisfactory, reports for this item, the vendors become technically not qualified. Demo will be provided to onsite/vendor's Technical Lab/Other users' site.

68. **Relaxation under Rule 161(IV) of General Financial Rules 2017:**

Relaxation is given as per Office Memorandum by GOI, Ministry of Finance No. F 4/1/2023-PPD (PT) dated 28/06/2024 valid up to 31/03/2027 may please be noted.

69. **These are Rules and Regulation of GFR is applicable however prevailing, amended & updated GFR Rules and Regulations will be applicable.**

Non-compliance with any of the above conditions shall be treated as a breach of the same and will render the offer liable for rejection.

Campus Director
National Forensic Sciences University
Gujarat State, Gandhinagar

I/We hereby confirm to supply the stores exactly as per the above tender enquiry specifications and abide by all terms and conditions of this tender enquiry as well as invitation to tenders and instructions to tenderers.

Signature
Name
Designation & Seal.

18

SIGNATURE & STAMP OF TENDERER

Annexure regarding details of UPSIFS,Lucknow

- Details of Documets related of UPSIFS,Lucknow

a	GST Number	09AACAU6034D1DV
b	PAN Number	AACAU6034D
c	TAN Number	LKNU07959A
d	DSIR Certificate	N/A

- Detailed list of Forensic Experts of UPSIFS,Lucknow

S.N.	Section	Expert Name	Contact No	Email Id	Office Address
1	Finger Print and Questioned Documents Examinations	Dr. Pauabhi Singh	9721826736	paurabhiKGMU@gmail.com	UPSIFS Campus, Lucknow
2	Chemistry	Dr. Saurabh Kumar Yadav	7014340291	saurabhguwawa@gmail.com	UPSIFS Campus, Lucknow
3	Forensic Biology / Biotechnology	Dr. Sapna Sharma	9013609547	sapsharma1903@gmail.com	UPSIFS Campus, Lucknow
4	Cyber Forensic & Security Lab	Dr. Roshan Singh	7080909077	roshan.cis@iitbhu.ac.in	UPSIFS Campus, Lucknow

VERIFICATION, UNDERTAKING, CHECK LIST & DOCUMENTS

From: M/s. _____ No.: _____

To:

Campus Director
National Forensic Sciences University
Sector-9, Gujarat State,
Gandhinagar-382 007.
Phone & Fax-079-23977123-124/079 232 47465

Sub: Supply of Instruments / Equipments / Miscellaneous Items, etc.

Ref: Tender Enquiry # _____

Sir,

I/We enclose the priced tender form duly signed. Necessary documents as shown in Annexure "A" are enclosed herewith (in order in which they are mentioned). The rates quoted against each item are inclusive of excise duties and other charges. I/We have carefully read and understood the terms and the conditions stated in the tenders form and I/We shall abide by all these conditions. I/We further endorse that in particular, the terms and conditions of Delivery Period, Payment Terms, Place of Delivery, etc. are acceptable to me/us and no representation will be made by me/us afterwards for altering the same. I/We further undertake to supply the goods to the consignees as per the terms of the A.T.

I/We verify that the copies of the certificates / documents attached herewith are authentic true copies of the original certificates / documents for verification on demand. I/We undertake to supply the attested copies of certificates / documents required at the time of signing the letter of agreement if my/our offer is accepted.

I/We verify that I/We are in possession of the requisite licenses / permits required for the manufacture / supply / sale / distribution of the items and further verify that the said licenses / permits have not been revoked / cancelled by the issuing authorities and are valid as on date. I/We also verify that I/We have not been declared defaulter, blacklisted or debarred by any state or Central Government or Constitutional authority or financial institution or Judicial Court or any Government undertakings.

I/We also take cognizance of the fact that providing misleading or questionable information or failure to furnish correct or true information to you or any other Direct Demand Officer or failure to comply with any contractual requirement laid down by you / them will be considered as a serious breach of the terms and conditions of the tender and will invite disqualification and other penal action as deemed fit by the Government / Purchase Committee, Campus Director, NFSU, Gandhinagar.

Thanking you,

Yours faithfully

Date: _____

[INST] [PART-I]

ANNEXURE "A": SCHEDULE OF DOCUMENTS ATTACHED TO T.E. # _____

No.	Document / Certificate	Attached	Yours page No.
1	Last three financial years turnover certificate	Yes / No	
2	Manufacturing License / Product Permission / Registration Certificate with C.S.P.O./ C.M.S.O. / S.S.I./ K.V.I.C./N.S.I.C./ D.G.S.& D.	Yes / No	
3	List of Installations / Users / Customers	Yes / No	
4.	Higher / Lower Price Certificate	Yes / No	
5.	S.T. Clearance Certificate & Returns	Yes / No	
6.	E.M.D.	Yes / No	
7.	Income Tax Clearance Certificate	Yes / No	
8.	Letter of Authority of Foreign Principal OR its subsidiary company with copy of agreement (In case of Foreign articles)	Yes/ No	
8.a	Minimum last two-years experience to be considered as authorization of OEM for tender acceptance subject to providing documents and previous purchase order of item to be quoted.	Yes/ No	
9.	Copy of valid import license for imported items.	Yes/ No	
10.	Whether Page Number is Given On Each Page of Tender?	Yes / No	
11.	Partnership deed / Memorandum of article / Registration of firm etc.	Yes / No	
12.	Document of 100% Subsidiary Company.	Yes / No	
13.	Authorization letter by Subsidiary Company for participating in tender.	Yes / No	
14.	A.E.R.B. Certificate {if applicable}	Yes / No / Not Applicable	
15	I.S.O. Certificate & Declaration	Yes / No / Not Applicable	

No	Document / Certificate	Attached	Yours page No.
16	I.S.I. Certificate/ License	Yes / No / Not Applicable	
17	Original Product Literature / Photograph	Yes / No / Not Applicable	
18	Circuit Diagram	Yes / No / Not Applicable	

It is verified that all the certificates / permissions / documents are valid and current as on date and have not been withdrawn / cancelled by the issuing authority. It is further verified that the certificates are as per the format prescribed by the **Campus Director, NFSU, Gandhinagar** and it is clearly and distinctly understood by me / us that the tender is liable to be rejected if on scrutiny and of these certificates is found to be not as per the prescribed format of **Campus Director, NFSU, Gandhinagar**.

I/We further undertake to produce on demand the original certificate / permission / document for verification at any stage during the processing of the tender.

Date:

Place :

Bidding Schedules

<i>Document Fee</i>		
Furnish the Payment Details of Tender Document		
Sr. No	Description	Supplier Response
1.	Amount (Rs.)	
2.	Bank Name	
3.	DD No.	
4.	Branch Name	
5.	If Exempted, fill details of exemption	
<ul style="list-style-type: none">• Payment made towards document fee will not be refunded.• Non payment of the document fee will be made by the supplier the tender is liable for disqualifications.• Wrong/ Fraudulent data submission may lead to disqualification, please ensure that you furnish correct data.		

EMD

Furnish the Payment Details of EMD

Sr. No	Description	Supplier Response
1.	Amount (Rs.)	
2.	Bank Name	
3.	DD No.	
4.	Branch Name	
5.	If Exempted, fill details of exemption	

- Payment should be made by DD/BG, DD should be payable at Gandhinagar at any schedule bank.
- Payment should be made in favor of “**Executive Registrar, NFSU, Gandhinagar**. Payment made towards EMD will not be refunded unless bid is accepted.
- Non Payment of the EMD or insufficient amount of EMD will be made by the supplier the tender is liable for disqualifications.
- Wrong/Fraudulent date submission may lead to disqualification, please ensure that you furnish correct data.

DECLARATION OF OWNERSHIP

1. I/We certify that the tenderer is sole proprietorship / partnership firm / private limited company / public limited company of which the registered office is located in _____ in the state of _____

2. The name, designation and address of the authorized signatory who is authorized to negotiate / sign / execute on behalf of the tenderer is as under:

Name _____ Designation: _____

Address: _____

e Mail: _____ Telephone : (O) _____ (R) _____

Fax : _____ (Mobile) _____

3. The name, address and telephone numbers of the sole proprietor / all the partners / all the **Executive Registrars** of the tenderer are as under;

No	Name	Address	Telephone® (Office), (Resi), (Mobile)	Fax	e Mail

Date: _____

DECLARATION OF I.S.O. MARKED GOODS

I/We_____ hereby certify that:

{1} The following items which form part of Tender Enquiry #_____ are manufactured by us at _____ plant/s which has been awarded ISO _____*certificate vide #_____ Dt._____:

{2} The following items which form part of Tender Enquiry #_____above are manufactured by us / licenses at _____ plant/s which has not been awarded any ISO certificate:

Date:

* Mention the category of I.S.O. certificate {i.e. 9000 / 14000, etc.}

HIGHER PRICE / LOWER PRICE CERTIFICATE

1. I/We _____ hereby certify that the prices quoted by us in Tender Enquiry # _____ are not higher than the prices:
{a} Charged by us to wholesalers or for institutional supplies;
2. I/We further certify that I/We have not supplied or quoted for any item in Tender Enquiry # _____ at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization / Institution within the period of 180 days preceding the last date of submission of the tender.
3. I/We hereby undertake that I/We will not supply or quote for any item in Tender Enquiry # _____ at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization / Institution within the period of validity of the offer.
4. I/We also undertake to bring to the attention of the **Campus Director, NFSU, Gandhinagar** any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund / reimburse the difference which may arise due to breach of any of the above paras and I/We also understand that the decision of the **Campus Director, NFSU, Gandhinagar** with regards to the determination of quantum payable shall be final.

Date:

G.B., D.D. No.SPO 3252, dated 25-11-53.

AN AGREEMENT made this _____ day of (month) of year Two thousand _____ M/s. _____ and between **Campus Director, NFSU , Gujarat State, Gandhinagar** (hereinafter called “the Government”) of the one part and the Government of India (here in after called “the Government”) of the other part.

WHEREAS The Contractor has tendered to the Government for supply to the **Campus Director, NFSU, Gujarat State, Gandhinagar** the articles specified in the Schedule “A” (Attached) as per delivery instructions given in the Acceptance of Tender at the respective prices or rates mentioned opposite to the said articles in the column provided for the purpose and whereas such tender has been accepted and the Contractor has deposited with the **Campus Director, NFSU, Gujarat State, Gandhinagar** the sum of Rs. _____ (Rupees _____ only) in Form of Bank Guarantee / Fixed Deposit as security for due fulfillment of this agreement.

NOW IT IS HEREBY AGREED between the parties, hereto as follows:

- (1) The contractor has accepted the contract on the terms and conditions set out in the Tender Enquiry No. _____, Due on _____ as well in the Acceptance Letter No. _____ dated _____ which will hold good during the period of this agreement.
- (2) Upon breach by the Contractor of any of the conditions of the Agreement, **Campus Director, NFSU, Gujarat State, Gandhinagar** may by a notice in writing rescind, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the Agreement as certified in writing by the **Campus Director, NFSU , Gujarat State, Gandhinagar** which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the Government.
- (3) Upon the determination of this agreement whether by effluxion of time or otherwise the said security deposit shall after the expiration of **18 months** from the date of such determination be returned to the contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this Agreement.
- (4) This agreement shall remain in force until the expiry of the date of delivery of materials but notwithstanding anything herein or in the tender and acceptance forms contained the Government shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at any time upon giving one month’s notice in writing without compensating the Contractor.
- (5) In witness whereof the said _____ (**Owner / Proprietor / Partner**) has set his hand hereto and the **Campus Director, NFSU, Gujarat State, Gandhinagar** has on behalf of the Government of India affixed his hand and seal hereto day and year first above written.
- (6) Notices in connection with the contract may be given by the **Campus Director, NFSU, Gujarat State, Gandhinagar** or any Gazetted Officer of the Stores Purchase Branch authorized by the **Campus Director, NFSU, Gujarat State, Gandhinagar**.

(7) If subject to circumstances beyond control (force majeure) the Contractor fails to deliver the stores in accordance with the conditions mentioned in A/T. The **Campus Director, NFSU, Gujarat State, Gandhinagar** shall, at his option, be entitled either –

(a) to recover from you as liquidated damage a sum equivalent to 0.5 percent of price of the undelivered stores at the stipulated rate for each week or part thereof during the delivery of such stores may be delayed subject to a maximum limit of 10 percent of the stipulated price of the stores so undelivered or;

(b) to purchase elsewhere, on your account and at your risk, the stores to undelivered or other of a similar description where others exactly complying with the particulars are in the opinion of the **Executive Registrar, NFSU, Gujarat State, Gandhinagar** which shall be final, not ready procurable without canceling the contract in respect of consignments not yet due for delivery or,

(c) to cancel contract or;

(d) shall initiate action to debar the company for appropriate period.

In the event of action being taken under (b) or (c) above, you shall be liable to make good for any loss, which the Government of India may sustain by reason of higher price of the stores so purchased or otherwise howsoever.

The recovery on account of agreed liquidated damages or by way of penalty under (a) above will be made by deducting the amount in the bills and the recovery of any loss, which the **Campus Director, NFSU, Gujarat State, Gandhinagar** may sustain under (b) and (c) should be made good by a Credit Note within the stipulated period for the purpose.

Witness –

1. _____

2. _____

CONTRACTOR **Campus Director, NFSU, Gandhinagar, For and On Behalf of Gujarat State, Gandhinagar**

INST] [PART-I]

(FORMAT OF AUTHORIZATION LETTER FOR IMPORTED EQUIPMENTS FOR AUTHORIZED DISTRIBUTOR) {IN ORIGINAL}

I / We _____ hereby declare that...

1. M/s. _____ is our authorized distributor for our products / **products of our foreign manufacture** in Gujarat from date _____ and they are authorized to quote and follow up on our behalf and the said agreement is valid in force as on date;

2. I/We undertake to supply the items for which the quotations are submitted by M/s.____
_____ on our behalf in respect of Tender Enquiry # _____: and
3. I / We have read all the terms and conditions of the tender enquiry and the same are irrevocably binding upon us till the expiry of the contract signed & executed on our behalf;
4. I/We shall notify the **Campus Director, NFSU, Gandhinagar.** immediately if there is any change in the agreement between M/s._____
_____ and me/us regarding authorized distributorship of our products and further undertake to supply the items quoted by the distributor on my / our behalf at the quoted in the tender enquiry in case of such a change of agreement.
5. This authority is applicable only for Tender Enquiry # _____.

Date:-