



गुजरात केन्द्रीय विश्वविद्यालय  
CENTRAL UNIVERSITY OF GUJARAT

गुजरात केन्द्रीय विश्वविद्यालय  
**CENTRAL UNIVERSITY OF GUJARAT**  
( Established by an Act of Parliament of India, No 25 of 2009)

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F.No.9-89/2018-Admn.

07/05/2018

**NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES**

**CUG/03/2018-19 dated 07/05/2018**

Sealed tenders on behalf of The Central University of Gujarat (CUG) are invited by The Registrar, Central University of Gujarat Gandhinagar under two Bid System i.e. Technical Bid and Financial Bid from reputed experienced and financially sound Companies/Firms/Agencies for providing security services in the University located at Sector-29 and 30 campus initially for a period of one year, so as to reach the University on or before **29/05/2018 up to 3.00 PM** The details of the tender notice, terms and conditions etc. are available on website [www.cug.ac.in](http://www.cug.ac.in) and <https://eprocure.gov.in/epublish/app> The tender documents may be downloaded from the website up to 29/05/2018 up to 12:00 PM.

Registrar

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**CENTRAL UNIVERSITY OF GUJARAT**  
**TENDER NOTICE**  
**SECURITY SERVICES**

**Date:07/05/2018**

Sealed tender from the reputed and professional agencies/firm/companies which have valid License to engage in/and carry on the business of Private Security from the Controlling Authority, Home Department, Govt. of Gujarat, registered with the Chief/Labour Commissioner (Central) under contract Labour (Regulation & Abolition) Act, 1970, possessing a valid license from such authority as may be prescribed for the purpose by State/Central Government from time to time, and having a minimum experience of 3 to 5 years in this field are invited for providing its services on outsourced/contract basis to the University Departments, Offices, Hostel, Residential Premises, etc. located in and around Gandhinagar. The bidding Agency should fully comply with the provisions of the Private Security Agencies (Regulation) Act 2005

**The Tender Form with detailed terms and conditions can be downloaded from our official website [www.cug.ac.in](http://www.cug.ac.in) or <https://eprocure.gov.in/epublish/app> from the date of publication of this notification till the last date/time of submission.**

Tenderers should submit their **TENDER BIDS IN TWO SEPARATE SEALED ENVELOPES**, superscribing, '**Technical Bid for Security Contract**' and '**Financial Bid for Security Contract**' respectively and placing both sealed envelopes in **ONE COMBINED SEALED ENVELOPE** superscribing "**Tender Document for Security Services for Central University of Gujarat**" duly complying with the terms & conditions/ instructions contained in the Tender document, addressed to the **Registrar, Central University of Gujarat (CUG) Nr. Jalaram temple, Sector-29, Gandhinagar latest by 29/05/2018 pm on 03:00 PM.** Tender Bids can be personally dropped in the tender box kept at the Room No. 10, Administrative Block, Central University of Gujarat, Sector-29, Near Jalaram Temple, Gandhinagar-382030 or be sent through Registered/Speed Post also. Tenders received after the prescribed time and date will not be entertained in any respect. Tenders received without tender schedule cost (tender fees) and Earnest Money, conditional tenders or incomplete tenders shall be rejected out rightly.

**An amount of Rs. 1000/- (one thousand only, non-refundable) as the cost of downloaded Tender form and Rs.100000/- (Rupees one lakh only) as Earnest Money (refundable), should be remitted in the form of two separate Account Payee Demand Drafts/Banker's Cheque/Pay Orders of any Scheduled/Nationalised Bank favouring "CENTRAL UNIVERSITY OF GUJARAT", payable at Gandhinagar only. Both Demand Drafts/Bank Drafts/Pay Orders must be enclosed inside the 'Technical Bid' only, to avoid an outright rejection of the bid.**

Technical Bid of the tenders will be opened **on 30/05/2018 at 03:00 PM.**

Tender Opening will be done in the presence of the tenderers or their representatives who may like to be present at their own expenses. Financial Bid of those tenderers who are technically qualified will be opened and the names of technically qualified bids would be posted on the CENTRAL UNIVERSITY OF GUJARAT (CUG) website.

***The CENTRAL UNIVERSITY OF GUJARAT (CUG) reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever thereof.***

**Registrar**

## DETAILED TENDER NOTIFICATION

1. Security is a very critical area of the University as it deals with safety and security of students and staff and sensitive technological infrastructure, assets & property owned or hired by the University. The University requires a professional and experienced Security Agency, which can provide security of high standard with expertise in basic security mechanisms for safeguarding the University.
2. The safety & security of the property/assets (fixed and moveable) of the University shall also be the primary responsibility of the Agency.
3. Accordingly, Sealed Tenders are invited under “Two Bid System” from Security Agencies for providing Security Guards, Gunmen/Armed Guards (Ex-Servicemen) and Security Supervisors (Ex- Servicemen) to the University. Tenders should be submitted in Two separate sealed envelopes–

**Part I: Envelope No.1** should contain **TECHNICAL BID** with duly completed Technical Bid Form along with details of constitution of company, details of registration with Competent Authority and testimonials in proof of eligibility and other supporting documents and should be superscribed as “**Technical Bid for Security Services at Central University of Gujarat**”. This envelope should also contain two separate Demand Drafts/Banker cheque/Pay Orders of any scheduled/nationalized bank of Rs.1000/- as the cost of the Tender Form and Rs. 100000/- as the Earnest Money Deposit, **drawn in favour of “Central University of Gujarat” payable at Gandhinagar only.**

**Part II: Envelope No. 2** should contain duly filled in the Financial bid, service charges required by the Agency. The Central University of Gujarat will pay the Basic wages with variable DA as applicable to the various categories of security staff such as Security Guard, Security Guard (Armed) supervisor. As per the notification of Government of India and service tax charges as applicable. of Labour, Govt. of India for watch and Ward duties. The cover should be superscribed as “**Financial Bid for Security Services at Central University of Gujarat**”

**Note:-The agency/firm/company is required to quote their service charges in the financial bid.**

4. Both sealed Envelope-I & Envelope-II should be kept in **ONE COMBINED SEALED ENVELOPE** superscribing “**Tender Document for Security Services for Central University of Gujarat**” **be sent to The Registrar, Central University of Gujarat Gandhinagar**” may be submitted so as to reach us latest by 29/05/2018 by **03:00 P.M. Tender Bids can also be dropped at the Room No. 10, Administrative Block, Sector-29 campus at the above said address.**

### SCOPE OF THE WORK

1. Central University of Gujarat requires **Supervisor, Security Guard [Armed] and Security Guards. These manpower shall be deployed on 08 (eight) hours duty shift for all 07 (seven) days a week.** However, the required number of security personnel required may reduce or increase during any part of the year.

1(a).The University is at its discretion to operate all the three or may not operate one or more category security personal required.

2. Additional manpower, if any required, by the University, shall be on the same/existing rates terms and conditions as per the contract agreement.
3. The job of the Security Agency will be to provide effective security to its University Students and Staff and provide protection to its Offices, Academic Departments, Hostels, Guest Houses, Residential premises, Stores, etc. located in and around Gandhinagar in 24x7x365 days basis.

## ELIGIBILITY CRITERIA

1. The bidding Agency should fully comply with the provisions of the Private Security Agencies (Regulation) Act, 2005 of the Govt. of India and the Gujarat Private Security Agencies Rules 2007 Gazette notification dated 18/07/2007 of the Home Department, Govt. of Gujarat.
2. Bidding Agencies should be highly professional and committed. They must possess the following:
  - a) Valid License to engage in/and carry on the business of Private Security from the Controlling Authority, Home Department, Govt. of Gujarat.
  - b) Valid Trade License from Urban Development & Housing Department, Government of Gujarat [or such authority as may be prescribed for the purpose by the State Government from time to time].
  - c) Registered with the Chief/Labour Commissioner (Central) under contract Labour (Regulation & Abolition) Act, 1970.
  - d) Have a minimum experience of 3- 5 years in Security Services business in Central University/Private and Govt. Educational Institutions/PSU/Nationalised Banks/Organisations of repute, etc.
  - e) Have a minimum of Rs. 1,00,00,000/- (One Crore) Average Annual Turnover of past three years to provide security services.
3. **The tender document shall have to be downloaded from the Central University of Gujarat's official website [www.cug.ac.in](http://www.cug.ac.in) or <https://eprocure.gov.in/epublish/app> and can be submitted through Regd./Speed Post or can be dropped at the Tender Box at the University Office address mentioned in the Tender Form. No separate Tender document/form shall be made available by hand at any of the CUG Offices or elsewhere.**
4. **The EMD and Cost of Tender Form in the form of Demand Drafts as detailed above should be submitted in the Envelope No. 1 [along with the Technical Bid] only. Technical Bids not accompanied with EMD or Cost of Tender Form shall be disqualified *ab initio*.**
5. a. The EMD will be refunded to the unsuccessful tenderers without any interest

### 5.b Forfeiture of Earnest Money (EMD)

- a) If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable, then the University shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely.
- b) If unsuccessful tenderer/agency fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited automatically without any notice.
- c) In case the Agency fails to commence the work specified in the tender documents on the 15th day or such time period as mentioned in letter of award, the University shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
- d) If only a part of the work as shown in the tender is awarded, and the Agency does not commence the work, the amount of the earnest money to be forfeited to the University should be worked out with reference to the estimated cost of the work so awarded.
- e) In case of forfeiture of earnest money as prescribed in 1 to 4 above, the tenderer shall not be allowed to participate in the retendering process of the work.

## **6. Performance Bank Guarantee.**

- i. To ensure due performance of the contract, Performance Bank Guarantee (PBG) is to be submitted by the successful bidder. PBG is to be submitted by every successful bidder irrespective of its registration status, etc. PBG should be for an amount of ten percent of the value of the contract, Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Nationalised Bank in an acceptable form safeguarding the purchasers interest in all respects.
  - ii. PBG should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the suppliers including warranty obligations.
  - iii. Earnest Money Deposit should be refunded to the successful bidder on receipt of Performance Security.
  - iv. PBG is required to be provided for an amount of Rs. 5,00,000/- (Rupees five lakhs).
7. The bidder must quote the rates only as per the Proforma given in Schedule II of the tender document and submit it in Envelope 2 of his tender.
  8. Rate offered should be mentioned both in figures as well as in words and should be typed or legibly hand written. The tender will be valid for a minimum of 90 days from the date of its opening.
  9. The Agency will not *suo moto* claim any increase in the WAGES AND VDA or any other charges during the contract period unless it has been duly notified by the Govt. of India. The Agency will be solely responsible in regard to LEGAL OBLIGATIONS on Security Personnel employed by it and deployed with the UNIVERSITY.
  10. The wages shall be on 8 hrs. duty shift basis, inclusive of holidays, weekly offs and leaves of all types as given to the Security Personnel by the Agency.
  11. Verification of character and antecedents of the Security Personnel through POLICE and submission of report to the University shall be the responsibility of the Security Agency.
  12. Copies of Discharge Certificates issued by the Defence Hqrs. will have to be submitted in respect of Ex-Servicemen Security Personnel at the time of their deployment. The Security Agency shall have to ensure that the Supervisor and the Gunmen are Ex-servicemen only.
  13. ONLY personnel discharged/retired from Army, Navy, Air Force, BSF, CISF, Assam Rifles, ITBP and Para-military forces will be treated as Ex-Servicemen.
  14. The University shall not provide any transport, canteen, medical or accommodation facilities to the Security Personnel.
  15. Uniform, Arms, Metal Detectors, Whistles, Batons, Rechargeable Torches, Umbrellas, other items/equipments, etc. as may be required for effective discharge of security services shall be provided by the Security Agency only at its own expense. Service charges quoted is inclusive of all these expenses.
  16. Opening and closing of the office doors/windows and putting locks after office hours and on holidays shall be the responsibility of the Security Personnel and they shall ensure that all lights/fans and other electrical equipments are switched off immediately after the staff has left.
  17. The Security Personnel and Security Supervisors deployed by the Contractor for security duty should be well trained in fire fighting, operating the fire-protection system(s)/equipment(s) and fire extinguishers and providing first-aid. They should be thoroughly trained with the usage of various types of fire fighting extinguishers and other security related gadgets.
  18. After awarding the work contract, if the Security Agency fails to provide the desired strength of Security Personnel (Ex-servicemen/professionally trained) as described in the work order/contract for taking over the charge from the present Security Agency on the given date/time, the offer of contract will automatically stand cancelled without

any notice and the total PBG will be forfeited and this is without prejudice to any other right available to the CUG.

19. The selected agency shall have to execute an agreement on non-judicial stamp paper of Rs.100/- [or of applicable amount] which will be signed by both the parties in the presence of two witnesses of the University.
20. The successful bidder will have to enter into a legal contract/agreement with the University before rendering its services to the University. This Contract agreement shall initially be valid for a period of one year but can be extended further to maximum of 03 years on year to year basis subject to mutual agreement and satisfactory services & performances to be monitored regularly and reviewed periodically.
21. The successful tenderer shall provide the complete profile of all the Security Personnel so deployed by them with the University with his/her proof of educational qualification, date of birth, latest passport size photograph, permanent address and also Service/Discharge Certificate in case of Ex-Servicemen Security Personnel. This should be provided to the University for record within 7 (Seven) days of the issue of the work order/contract.
22. The University shall not be responsible and accountable on account of any postal/courier delays/lapses for tenders being sent through mail.
23. Only those Tenderers/Bidders who meet all the guidelines and terms & conditions in all respects should submit their tender(s).
24. The bid containing both the financial bid and technical bid in the same single cover/envelope will be summarily rejected.

***Acceptance of the Tenderer:***

The detailed tender notification and eligibility criteria enumerated above have been read and understood by me/us and are acceptable to me/us.

Signature of the Proprietor/Partner(s) of the Security Agency with

Stamp/Seal and Complete Address and Telephone no(s).

Date \_\_\_\_\_

## **TERMS & CONDITIONS**

1. The contract term shall be initially for a period of 1 year. Based on satisfactory performance, the contract term would be renewed on a yearly basis at the sole discretion of the University, for a maximum all-inclusive period of three years, from the date of commencement of the contract. The contract is renewable thereafter at the discretion of the University on terms and conditions to be mutually agreed upon.
2. All liabilities arising out of violation of local/State Govt. laws and/or Central Govt. laws shall be the responsibility of the Contractor of the Security Agency.
3. The Contractor shall ensure that no worker deployed by the earlier Contractor(s) is redeployed in the University.
4. The Contractor will provide all material(s)/equipment(s) required for day to day security including Torch, Whistles, Batons and neat and clean summer/winter uniform and protective materials like overcoats, umbrella, etc. at his cost.
5. The Contractor will have to enter into a contract for executing the work within 07 days from the date of receipt of the Work Order on a non-judicial stamp paper of appropriate value.
6. The University shall ensure that the monthly payment to the Security Agency is paid on time, however, in case of any delay in any particular month due to any administrative reasons, the Contractor, at any point of time, should have sufficient funds to meet the wages/payments to the security personnel so deployed by him with the University.
7. The Contractor shall also be solely responsible for the payment of wages and/or dues to the deployed security personnel by First Week of every month. The Agency shall submit copy of pay roll duly signed by the deployed Security Personnel of the preceding month alongwith the monthly bill.
8. The Contractor will pay rates and wages and observe hours of work and conditions of employment as per existing rules under Minimum Wages Act. It shall be his responsibility to ensure that he pays the deployed security personnel, wages which are not lower than the minimum wages as prescribed from time to time by the Govt. of India or as per the applicable guidelines.
9. He shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act/Shops & Establishments Act and rules there under. He must comply with and carry out all the provisions and obligations under the said Act and rules and furnish all information(s) to the University as may be required by the Act and Rules.
10. The Company shall pay the statutory payments such as EPF, ESI, service tax for the persons deployed at the University. A copy of the challan should be submitted along with the monthly bill. with name wise and number wise against the person engaged in the University premises.
11. Deployment of any fresh staff in replacement should be only with the prior permission of the University. The Contractor shall deploy only those whose antecedents have been verified by the Police Authorities/District Sainik Board/Record Officers of the Defence Services.
12. The Contractor shall fully comply with all the applicable laws, rules and regulations relating to EPF Act including the payment of EPF contributions, payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, Contract Labour (Regulation & Abolition) Act relating to certificates of registration, relating to license, relating to issue of employment card and relating to annual returns of the principal employer, Essential Commodities Act, Migrant Labour Act and/or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government agency or authority, including TDS as per Income Tax Act, and any other act as may be relevant as applicable to him from time to time. The Contractor should get the security clearance by the State Government Authority both for his security agency and the persons deployed by him, wherever required.



13. The Contractor shall be solely responsible for all the claims of his employees and the employees of the Contractor shall not make any claim whatsoever against the University.
14. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provisions/obligations. The Contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the PF/ESI/Service Tax contributions with the authorities concerned and providing a proof of the same to the University.
15. The Security Agency or his personnel shall not use the premises allotted to him/her for any purpose other than the purposes defined and shall not act in any manner as to cause any nuisance or annoyance to the University.
16. The Security Agency or his employees shall not aid or participate or support any anti-institutional activity under any circumstances and shall strictly restrict to the work awarded under the contract only.
17. The Security Agency's rates shall remain constant throughout the contract period except where rates/wages are revised by the Central Govt.
18. Income Tax/other taxes and charges, if any, levied by the Govt. shall be deducted at source by the University from the monthly bills of the Security Agency on the full amount of bill.
19. The Contractor or his Supervisor/Field Officer shall ensure his presence at a short notice whenever required by the University.
20. It shall be the sole responsibility of the deployed security personnel to ensure that none of the furniture, fixtures, fittings and other utility items, etc., made available by the University in a particular premise is not lost or stolen. The building wise inventory list of the University shall be provided to the Agency for ensuring the same.
21. The University reserves the right to cancel/terminate the contract at any time during the contract period after giving one month notice to the Contractor.
22. The Contractor shall only engage personnel who are medically fit. They should be free from all infections/diseases. The Contractor shall get his employees medically examined before deploying them at the University and once in a year and submit their medical fitness certificate as instructed by the University.
23. The Contractor shall bear the complete liability of compensation in respect of his personnel deployed at the University, arising out of his/her death/injury/disablement while on duty, etc.
24. The Contractor shall provide weekly off/holidays to his deployed security personnel as per rules but it will be his responsibility to ensure uninterrupted services on all days on a 24 x 7 basis. No security personnel/supervisor shall be deployed on double duty shift at one site or rotated at different sites during consecutive duty timings at a given day. In case such a deployment is noticed, it would be viewed seriously and may result in termination of the contract. The security personnel on duty shall be rotated from one shift to another at proper frequency on 3-shift basis of 8 hours each in a day.
25. Canvassing in any form by any Tenderer will lead to outright rejection of the concerned tender and Conditional tenders will be not be accepted and shall be rejected outrightly.
26. All pages of the tender document must be signed & stamped by the authorized signatory.
27. At the first stage- only Technical Bids of the tenderers shall be opened on 30.05.2018 by the Tender Opening Committee of the University in the presence of the tenderers, who may like to be present through authorized representatives at their own expenses.
28. Financial bids shall be opened later in respect of only those tenderers, whose bids will be found technically suitable as per the norms laid down by the UNIVERSITY. The names of eligible tenderers shall be posted on the Central University of Gujarat website and shall also be displayed on the University Notice Board at ground floor near Reception.
29. Any additional information required by the UNIVERSITY over any Technical Bid should be provided by the Tenderer/Bidder within three days of the receipt of its letter, failing which the offer will not be entertained.

30. Technical Bid and Financial Bid should be signed by the Proprietor or a same authorized signatory of the Agency.
31. The Contractor shall ensure the following:
- a) No property of University of any kind is removed by any official/private person without a proper gate-pass issued by the authorised officials of Administration Section of the University.
  - b) The security agency shall not assign or transfer the contract or part thereof to anyone.
  - c) The contractor should quote reasonable service charges in rupees per person per month taking in to consideration. The TDS deducted as applicable and not 'ZERO' or nil. If the service charges are found unreasonable the tender will be rejected without assigning any reasons.
  - d) That the contractor shall at his own cost if required take necessary insurance cover in respect of the aforesaid services rendered to CUG and shall comply with the statutory provision of contract labour Act 1970, ESI Act workman's compensation act 1923, payment of wages Act 1934, The employees P.F. Act 1938, employment of children Act 1938 and/or any other rules/regulations and/or statutes that may be applicable. Contractors failure to fulfil any of these obligations under the said Acts, CUG shall be entitled to recover any of such loses from the contractor monthly payments.
  - e) Any loss/damage to goods or property of University due to negligence on the part of the security personnel of the Contractor shall be made good by the Contractor within 7 days of the date of its communication to him. In case of non-compliance of the same, the loss in part or in full shall be recovered of from the PBG or/and entail forfeiture of the PBG deposited with the Contractor and/or may invite termination of the contract agreement.
  - f) The University shall have the right to adopt any measures/set-up a system for ensuring proper performance of duty of security personnel deployed by the Contractor, their being in proper uniform, equipped with batons/lathis, torches, whistles, punctuality etc. The number of personnel can be increased or decreased depending upon the workload to be assessed by University and intimated to the Contractor.
  - g) It shall be the duty of the Contractor to withdraw all the personnel deployed by him at the University, on termination of contract for whatsoever reason and ensure that no such security personnel creates any disruption/hindrance/problem of any nature to the University.
  - h) In the event of any question, dispute/difference arising under the agreement or in connection herewith (except where resolution has been specifically provided under the agreement) the same shall be referred to an Arbitrator. The Arbitrator shall be appointed by the Vice Chancellor, Central University of Gujarat. The award of the arbitrator shall be final and binding on both the parties.
  - i) Any disputes arising out of or in any way connected with this contract shall be deemed to have arisen in Gandhinagar and Gujarat High Court shall have jurisdiction to determine the same.
32. The Registrar, Central University of Gujarat reserves the right to reject all or any of the tenders or to accept any tender either in whole or in part without assigning any reason whatsoever and to annul the bidding process at any time prior to award of contract without assigning any reason thereof.
33. The contractor has to quote only the service charge in rupees per person per month.
34. The contractor Service charges should not be less or equal to the TDS.

**Penalty clause**

Deficiency in the service would attract a panel charges at the rate 2% of the service charges quoted by the firm at the first instant and the maximum penalty would applicable will be 10% of the service charges per month. The penalty shall be levied by the University authority. This is without prejudice to any other right available to the University.

***Acceptance of the Tenderer:***

The terms & conditions of tender enumerated above have been read and understood by me/us and are acceptable to me/us.

Signature of the Proprietor/Partner(s) of the Security Agency with

Stamp/Seal and Complete Address and Telephone no(s).

Date\_\_\_\_\_

**LIST OF DOCUMENTS TO BE SUBMITTED ALONGWITH IN SAME SEQUENCE WITH  
PAGE NUMBER**

**A. THE TECHNICAL BID– ENVELOPE-I**

1. The Technical Bid Tender Form –Schedule I.
2. Registration Document/Details of the Company.
3. Earnest money deposit by way of Demand Draft/Bank Draft for Rs.100000/- drawn in favour of “Central University of Gujarat” payable at Gandhinagar only and Rs. 1000/- for application fees.
4. Profile of the Company.
5. Details of Constitution of firm/Company and its registration with competent authority.
6. Proof of Qualification with regard to:
  - a) Minimum experience of 3 - 5 years in Security Agency business in Central University / Private and Govt. Educational Institutions / PSU / Nationalised Banks/ Organisations of repute, etc.
  - b) Valid License from the Controlling Authority, Home Department, Govt. of Gujarat, for engaging in the business of Private Security Agency
  - c) Registration for ESI and its contribution.
  - d) Registration with EPF and its contribution.
  - e) PAN Card of the Contractor/Firm
  - f) Registration for GST.
  - g) Balance sheet and profit and loss account statement for the last three years.
  - h) Client list indicating average number of security personnel deployed at each unit.
7. Details of training imparted to the security personnel.
8. Undertaking to be given by the tenderer informing the University that he / they have read the tender documents and have understood the contents fully and accordingly had submitted their quote in the Technical Bid [Envelope-I] and Financial Bid (Envelope-II) abiding to the terms and conditions laid down there in.
9. Certificate stating that the agency or the firm was not blacklisted by any Govt. Institution for the last 5 years.

**B. THE FINANCIAL BID– ENVELOPE II**

1. The Financial Bid Tender Form –Schedule II

## **INSTRUCTIONS TO THE TENDERERS**

1. The security services contract agreement shall be common for all the Premises/Departments/Offices/ of the University. The geographical locations of premises may vary according to decision of the University.
2. The Proprietor/Contractor shall deploy physically and mentally fit Security Guards, Armed Guards, Supervisors (Ex-Servicemen) below the age of 45 years conforming to the security requirement of the University.
3. Additional Guards wherever and whenever necessary will have to be provided to the University as promptly as the situation may warrant and demanded by the University.
4. Security Personnel once posted shall not be changed without prior permission of the University.
5. The Proprietor of the Agency will ensure that proper uniform as per the weather/season be provided to its personnel and they always wear them neatly. All personnel should have to wear or display their respective identity cards on the uniform for identification while on duty.
6. All documents/credentials submitted by the Agency/Tenderer in support of his/her Tender document should be duly attested by the Proprietor/Authorized Signatory of the Security Agency.
7. The Contractor shall conduct mock exercise/drills in fire fighting/earthquake evacuation mechanism at his expenses on regular basis, so as to keep his staff acquainted with the usage of fire fighting devices.
8. Losses caused to the University due to negligence/lapses/denigration on the part of Security Personnel will be recovered from the Agency/Contractor.
9. The Supervisor deployed by the Contractor is supposed to be present in the University premise(s) during working hours. He will give daily progress report to a Proctor or any other designated incharge of security affairs of the University.
10. Payment of the bills shall be released on monthly basis after receiving a satisfactory duty completion/performance report of all the deployments from the concerned Designated Officer/Incharge of security affairs of the University. The Agency should submit its bill in the first week of every month and the payment for this will be released to the Agency through account payee cheque only, within 15 days from the date of submission of the bill.
11. The Agency shall invariably have to submit to the University-copy of challans/receipts of PF, ESI and any other statutory dues remitted by them in respect of all the Security Personnel so deployed by them. The certified copy of such challans should be submitted alongwith the monthly bills of the ensuing month.
12. TDS and other taxes as applicable will be deducted by the University from the Agency's bill as per Govt. instructions from time to time.
13. University shall have the right to replace any deployed Security Personnel with or without assigning any reason whatsoever and the substitute shall have to be provided by the Proprietor immediately.
14. No report for any loss/damage to property of University shall be lodged with police by the Contractor without the approval/consent of the University.
15. The Agency shall deploy Indian nationals only. All the persons to be provided should have good moral character and antecedent verification should be carried out from the concerned authority by the Proprietor and the copies of the report be made available to the University. The Proprietor will ensure that no criminal case be pending against any of the persons so deployed by him with the University.
16. It would be expected from the successful bidder to visit all the sites in consultation with the University Officials/Officers, after the issue of work order/contract to them to gain a first-hand experience of the security requirements of the University and thereby to ensure smooth transition/taking over of the services.
17. The Contractor shall maintain a register at each of the University site for marking of the attendance by security personnel deployed by him, which shall be seen/verified by the Proctor/Administration section of the University, regularly.

18. The Contractor shall ensure round-the-clock high standard security on a 24 X 7 basis on all the seven days of the week throughout the year to safeguard the premises and assets of the University. A weekly report of the deployment and attendance of the each deployed security personnel at all sites should have to be submitted by the Supervisor/Field Officer to the Proctor/Administration. The Contractor shall also furnish a duly signed Fortnightly Duty Roster in respect of each deployed personnel at every site and keep informed the Proctor/Administration section of the University of any change in the list of personnel from time to time.
19. In the event of a security personnel not reporting for duty, alternate arrangements shall be made by the Security Agency, immediately without jeopardizing the security of the University.
20. The Contractor shall ensure that all his personnel observe cleanliness and wear neat and clean uniforms with ID Cards duly displayed and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The Contractor shall have full control over the security staff engaged by him. The Contractor shall give necessary briefings, guidance and directions to its staff on regular basis for effectively carrying out the jobs assigned to them by the Contractor and/or the University.
21. The University, through its Designated/Authorized Officer shall be at liberty to check any time the deployment of the personnel by the Agency and in case of any absence/fault/lapse, shall deduct the wages of the absentee personnel/damages from the monthly payment made to the security agency and may also impose penalty as deem fit by it. Replacement cost of all lost , damaged property due to security lapse shall be recovered from the monthly bill of the contractor. In case of absentees the penalty can be upto Rs. 500/- per day of absence. In case of damages/lapses/breach of trust shall be equivalent to the amount decided by the Competent Authority of the University. The decision of the Vice Chancellor shall be final in this regard.
22. Entry in the University is restricted. The guards on duty at the gates/reception will ensure that only the authorised students/persons enter the University after proper verification or intimation by the University Staff.
23. The Contractor will not allow unauthorised entry to persons to roam about; cut trees/grass/ firewood or damage any civil or electrical work/fittings or to scale or damage the boundary wall from in/out side of the University premises.
24. The Contractor and the persons deployed by him shall not divulge to outsiders any information about the University; divulge information about the staff members of the University as well as the activities of the University. The Contractor will also have the responsibility to safeguard the University's moveable and immovable property, besides protecting the environment.
25. The Contractor shall ensure opening and proper locking of the rooms of University premises. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment, etc., the responsibility shall be of the Contractor and he shall report the same to the Proctor/Administration Section of the University. If after a departmental enquiry, it is found that the loss has occurred due to negligence of the Contractor's guard/guards on duty, the Administration Department will have full power to recover the loss in full or adjust from the dues or security deposit of the Contractor. The decision of the Registrar, Central University of Gujarat in this regard will be final and binding on the Contractor.
26. During surprise checks by any authorised officer of the University, if a particular guard is found negligent/sleeping/drunken, etc. on duty, the Contractor will have to withdraw the guard from the University forthwith which may even entail cancellation/termination of contract for the rest of the period.
27. The Proprietor shall pay wages to the Security Personnel deployed by him as per the applicable wages as approved under the applicable Minimum Wages Act 1948 and

shall also ensure timely payment of wages as per the Payment of Wages Act 1936 of Govt. of India.

28. The University will not be liable to pay any amount other than stated in the contract. Any payment under provision of the Workman Compensation Act 1923, ESI Act 1948, Payment of Gratuity Act, 1972 and Employees' Provident Fund and Miscellaneous Provisions Act 1952, Payment of Bonus Act 1965 and/or any other statutory liability shall be made by the Proprietor/Security Agency and related challans/receipts must be enclosed with the monthly bill. The Contractor shall be solely responsible and liable for his personnel under the provisions of Contract Labour (Regulation & Abolition) Act 1970. **A certificate to this effect will have to be submitted invariably every month to the University by the Proprietor in respect of manpower deployed by him.**

**Read and accepted**

**(Signature & Stamp/Seal of the Proprietor/Partner(s) of the Security Agency)**

**CENTRAL UNIVERSITY OF GUJARAT**

**Tender Document Price Rs. 1000/-**

**TENDER FORM**

**SCHEDULE-I**

**TECHNICAL BID**

**NOTE:** Tenderer must read detailed instructions and terms and conditions before filling the particulars in this part. Wherever necessary, the information furnished in the form must be substantiated with the self-attested photocopies of supporting documents:

**1. Credentials of the Tenderers**

1.1. Name of the Security Agency :

1.2. Registration No. and Year of Registration (with documentary evidence):

1.3. Organisation/Authority with whom the Agency has been registered with :

1.4. Office Address and Tel. No :

1.5. Type of Organization :

(whether sole Proprietorship/Partnership/Private Limited or Cooperative body etc. attach proof)

1.6. Name(s) of the Proprieter/ Partners :

**2. Documentary Proofs**

Sl.No.	Particulars Attached	(Yes/No)	Page/Appendix (If attached)
2.1	Proof of incorporation/inception of the Agency		
2.2	Registration for manpower supply/License to engage in the business of Private Security Agency from the Controlling Authority		
2.3	Proof of Registration with the Labour Commissioner		
2.4	Valid license for engaging in the business of private Security Services from Govt. of Gujarat		
2.5	PF Registration proof		
2.6	ESI Registration proof		
2.7	PAN card		
2.8	Proof of GST registration		
2.9	Satisfactory Performance certificate from at least three organizations where the Agency has engaged a		



	group of more than 10 persons at a time for Security Services during the last 3 years		
2.10	Annual turnover (Audited Balance Sheets of the Agency preferably for last three years)		
2.11	Any other relevant document / information		

### 3. Profile of the Tenderer/Security Agency

Past & Present Experience: Preferably for three to five years, with recommendations/satisfactory service certificate from employer(s), if any. [Attach extra sheets, if required]

S. No	Year	Name of the Organisation	Name of the Officer concerned in The Orgn. /Tele.No.	From	To	No. of Security Personnel provided
1	2017-Till Date					
2	2016-17					
3	2015-16					
4	2014-15					
5	2013-14					

3.2 Has the firm been ever debarred/ blacklisted by any organization? If 'Yes', the details thereof. \_\_\_\_\_ [Attach extra sheets, if required]

3.3 Details of award/certificate of Merit etc. received from any Organisation. (Please attach Copy of certificates) \_\_\_\_\_ [Attach extra sheets, if required]

3.4 Staff strength presently available in the Security Service of the Agency  
Supervisors \_\_\_\_\_  
Gunmen \_\_\_\_\_  
Security Guards \_\_\_\_\_

3.5 Percentage of Ex-Servicemen Guards that can be provided  
\_\_\_\_\_

3.6 Name and category of Services from which security personnel have been drawn:  
\_\_\_\_\_

3.7 Time and type of training imparted to the security personnel in the past with documentary proof (enclose extra sheet if required):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 4. Payment Details

#### 4.1 Cost of Tender form:

Amount	Amount <b>Rs. 1000.00</b>
D.D./B.D. No	

Issuing Bank & Branch with date of issue	
<b>4.2 Earnest Money:</b>	
Amount	<b>Rs. 100000</b>
DD/BD No.	
Issuing Bank & Branch with date of issue	

**NAME & SIGNATURE OF THE PROPRIETOR/PARTNER WITH OFFICIAL STAMP/SEAL AND COMPLETE OFFICE ADDRESS AND TELEPHONE NUMBERS**

Place: \_\_\_\_\_  
Date: \_\_\_\_\_

# CENTRAL UNIVERSITY OF GUJARAT

## SCHEDULE – II

### FINANCIAL BID

Sr. No.	Requirement	Total No. of Persons required in each category (Approx.)	Service Charge per person per month (in Rupees)	Total Service Charge per month per category (in Rupees)
1	Security Supervisor (Retired JCO rank)	2		
2	Gunman / Armguard (Preferably ex-serviceman)	5		
3	Trained Security Guard Male	50		
4	Trained Security Guard Female	05		
<b>TOTAL</b>				

**Note:**

1. The Central University of Gujarat will pay the basic wages, variable DA, EPF, ESI and Service Tax as per the Central Government rates. (In addition to the Service Charges to be quoted by the tenderer.)
2. Uniform, Arms, Metal Detectors, Whistles, Batons, Rechargeable Torches, Umbrellas, other items/equipment, etc. as may be required for effective discharge of security services shall be provided by the Security Agency only at its own expense. Service Charges quoted are inclusive of all these expenses.
3. Rate should be quoted both in words and figures in Indian Rupees.

The undersigned has gone through the whole tender document including terms and conditions and the same are accepted to us.

Signature of the Tenderer  
Along with seal, full address and Telephone/Mobile/Fax Nos.

### SCHEDULE-III

Declaration- On Rs. 50/- Stamp Paper

I \_\_\_\_\_ do hereby declare that our firm is not black listed and no inquires/cases are pending against us by Govt. of India or any Universities/Institutions, since inception of the firm/company.

I further undertake that if above declaration proves to be wrong/ incorrect or misleading our tender/contract stands to be cancelled/ terminated.

Place:

Date:

Signatures of Authorized Signatory

Designation

Seal

## **SCHEDULE-IV**

The Pre-Contract Integrity Pact which is part of tender documents is as follows:-

### **INTEGRITY PACT**

#### **General**

The pre-bid pre-contract (hereafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2017, between, on one hand, Shri ....., Designation of the Central University of Gujarat (hereafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in officer and assigns) of the first Part and M/S \_\_\_\_\_, represented by Shri \_\_\_\_\_ Proprietor ( hereafter called "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the BUYER proposes to hire and the BIDDER/Seller is willing to offer/has offered the Security Services

WHEREAS the BIDDER is a private company/public Company/ Government Undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and BUYER is a Central University of Gujarat.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Buyer to obtain Security Services at a competitive price in conformity with the defined scope of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

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

#### **Commitments of the Buyer**

- 1.1 The BUYER undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

### **Commitments of Bidders**

3. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
  - 3.2 The BIDDER further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
  - 3.3\* BIDDERS shall disclose the name and address of the agents and representatives and Indian BIDDER(s) shall disclose their foreign principals or associates.
  - 3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original entity of the Security Services provider and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly is a relative of any of the officer of the BUYER, or alternatively relative of an officer of the BUYER has financial interest/stakes in the BIDDERS firm, the same shall disclosed by the BIDDER at the time of filling of tender. The term relative for this purpose would be as defined in section 8 of the Company's Act 1956
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly with any employee of the BUYER.

#### **4. Previous Transgression**

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

#### **5. Earnest Money(Security Deposit)**

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount\* \_\_\_\_\_ as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:-
- (i) Bank Draft or a Pay Order in favour of \_\_\_\_\_
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Central University of Gujarat, on demand within seven working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument, as stated in tender.
- 5.2. The Earnest Money shall be valid up to a period of two years or the complete conclusion of contractual obligations to complete satisfaction of both the BIDDER and the BUYER, whichever is later.

- 5.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

### **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by him or acting on his behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed )shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate, of the State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from entering into any bid from the Central University of Gujarat for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 6.2 The BUYER entitled to take all or any of the actions mentioned at para 6.1 (i) to (ix) of this pact, also the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter ix of the Indian Penal code,



1860 or Prevention of Corruption Act, 1988 or any other statutes enacted for prevention of corruption.

- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Integrity Pact has been committed by the BIDDER shall be final and binding on the BIDDER, however, the BIDDER can approach the monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

- 7.1 The BIDDER undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the BIDDER to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as monitors) for this Pact, in consultation with the Central Vigilance Commission (name and address of the monitors to be given)
- 8.2 The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the monitors have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact he will so in for the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The monitor Shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meeting among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participation in such meetings.

## **9. Facilitation of Investigation**

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

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**11. Other Legal Actions**

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

**12. Validity**

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

12.2 Should one or several provisions of this pact turn out to be invalid: the remainder of this Pact shall remainder of this Pact turn out to be valid; will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

BUYER  
Name of the Officer  
Designation

BIDDER

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

\*Provisions of these clauses would need to be amend/delete in line with the policy of the BUYER in regard to involvement of Indian agents of foreign supplier.

AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING

No.

Date

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

Subject: Tender No. \_\_\_\_\_ Due on \_\_\_\_\_.

Sir,

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

His/her attested signatures are as under:

Yours faithfully,  
Signature & Seal of the Bidder