

गुजरात केन्द्रीय विश्वविद्यालय
CENTRAL UNIVERSITY OF GUJARAT
(Established by an Act of Parliament of India, No 25 of 2009)
Village: Kundhela, Taluka: Dabhoi, District: Vadodara, Gujarat
Email: registrar@cug.ac.in Website: www.cug.ac.in



TENDER FOR

**AMC for Refilling of cartridge & repairing of Various Make & Models of
Printers and Multi-Functional Machine held at Central University of Gujarat,
Kundhela**

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Tender Documents For

**AMC for Refilling of cartridge & repairing of Various Make & Models of Printers and
MFM held at Central University of Gujarat, Kundhela**

TENDER No. : CUG/01/2025-26
DATE OF ISSUE OF TENDER : 09/05/2025
DATE OF PRE-BID MEETING : 15/05/2025 at 03:00PM
LAST DATE FOR RECEIPT OF TENDER DOCUMENT : 22/05/2025 till 03:00PM
TIME AND DATE FOR OPENING OF THE TENDER
[**TECHNICAL BID**] : 23/05/2025 at 03:00PM

The Tender document and details of terms and conditions can be downloaded from our website
www.cug.ac.in or <https://eprocure.gov.in/epublish/app>

PLACE OF PRE BID & OPENING OF TENDER:	<i>Central University of Gujarat, Village: Kundhela, Taluka: Dabhoi, District: Vadodara-391107, Gujarat</i>
ADDRESS FOR COMMUNICATION:	<i>The Registrar, Central University of Gujarat, Village: Kundhela, Taluka: Dabhoi, District: Vadodara-391107, Gujarat.</i>

TENDER FEE : NIL/-
EMD : Rs.20,000/-

Signature of Tenderer
With Seal

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NOTICE INVITING TENDER

Annual Maintenance Contract for Refilling of cartridge & repairing of Various Make & Models of Printers and MFM held at Central University of Gujarat, Kundhela

Sealed competitive bids (in two bid system) Technical bid and financial bid. (Part- I: Technical Bid and Part–II: Financial Bid) are invited by the Registrar (Offg.), CUG Kundhela, Vadodara from reputed and registered service providers/firms Annual maintenance Contract for Refilling of cartridge & repairing of Various Make & Models of Printers and MFM held at Central University of Gujarat, Kundhela on requirement basis by the CUG from time to time as per the terms and conditions set forth in the succeeding paragraphs. **The services of agency would be required initially for a period of one year, extendable two years with mutual consent further subject to satisfactory compliance of terms and conditions of the contract.**

The tender documents and terms and conditions of AMC listed above can also be downloaded from www.cug.ac.in web site and CPP Portal. The sealed tender documents should be submitted physically / through courier/speed at Admin Office, Room No. 213, Mahatma Gandhi Bhawan, Central University of Gujarat, Village: Kundhela, Taluka: Dabhoi, District: Vadodara-391107, Gujarat on or before 22/05/2025, 03:00PM.

Corrigendum of this tender, if any, will be published only on CPP portal and University website. Therefore, the bidders are requested to visit the University Website from time to time till the tender is finalized.

The Competent Authority, CUG reserves the right to accept / reject any or all the bids without assigning any reason.

Registrar (Offg.)

ESSENTIAL DETAILS OF ITEMS / SERVICES REQUIRED

1. Schedule of requirements:

List for annual maintenance of Refilling & repairing of various Make & Models of Printers and MFM held at Central University of Gujarat, Kundhela, Vadodara is given in Annexure-I.

2. Technical Details & Eligibility Criteria:

- (i) The firm should be registered with the appropriate authorities and GST department. Copies of PAN / TAN / GST number along with registration certificate and Income-Tax Returns for last 03 Finance Year i.e. FY 2021-22, 2022-23 and 2023-24 must be attached.
- (ii) The firm should have at least 03 years' experience in refilling and maintenance of Printers and MFM with Central / State Govt. Ministry / department / organization / Autonomous Body or PSU/Any other equivalent reputed organization. A list of clients where MFM and Printers, etc. are being maintained should be enclosed along with work award contract.
- (iii) Firm must provide customer satisfaction letter from at least 03 customers from Govt. Department / Autonomous Body / PSU / Any other equivalent reputed organization while submitting the technical bids.
- (iv) The firm should have its branch office in Vadodara (Gujarat). Firms not having branch office in Vadodara (Gujarat) will be rejected.
- (v) The firm / contractor must submit documentary evidence in support of fulfilling eligibility criteria mentioned above.
- (vi) Bidders should quote for original and genuine items only. A certificate or a letter issued by the OEM declaring their firm sells original product is required to be produced along with bid.
- (vii) The PART-I (Technical Bid) of the Tender document should contain: -
 - a) Company / Firm Details cum Checklist for evaluation of tender as per format given in Annexure-II.
 - b) Copies of all types of certificates like company registration, PAN & GST etc.
 - c) EMD or valid exemption certificates as the case may be.
 - d) Proof of annual turnover (Audited copies/certificates) of Rs.25 lakhs for last 03 Financial Years i.e.2021-22, 2022-23 and 2023-24.
 - e) Copies of having minimum 03 or more Contracts valuing Rs.5.00 Lakh or above with any Govt. / Semi Govt. / Govt. Autonomous Bodies / PSUs / Govt. Universities / Any Government, Semi Government Organization/ Any other equivalent reputed organization during last 03 Years.
 - f) Copies of Certificates of Satisfactory Work / Service Performance by 03 Government / Semi Govt. / PSU / Govt. Universities / Any other equivalent reputed organization etc. customers during last 03 years.
 - g) Annual Turnover Certificate issued by statutory auditor (Annexure-III).
 - h) Fall Clause Certificate (Annexure-IV)
 - i) Declaration-cum-Undertaking (Annexure-V).
 - j) Integrity Pact Agreement (Annexure-VI)
 - k) Authorization letter for Tender Opening (Annexure-IX)

(viii) The PART-II (Financial Bid) of the tender document should contain: -

- a) Rate schedule as per Annexure-I.
- b) Validity period of the Offer – 180 days from the date of opening of Technical Bids.
- c) Bank details of the company/firm.

3. Scope of work:

- (i) The scope of work covers for annual maintenance of Refilling & repairing of Various Make & Models of Printers and MFM held at Central University of Gujarat, Kundhela, Vadodara **on requirement basis from time to time.**
- (ii) Work shall cover refilling and repairing of toners / cartridges of printers and MFM as per the rates quoted by the L1 agency after award of work order. Repairing should cover the service of the printers/MFMs and replacement of original and genuine parts such as MFM/Printer head, Roller, power strips, connection cords etc. if required. The parts which are consumables in nature and not covered under the CMC must be mentioned expressly in the Part – II (Financial Bid). Failing which, all the hardware parts will be treated as ‘covered under CMC’.
- (iii) The agency should send the service engineer against the communication made by the University through email/written communication. The service engineer will check the printer /MFM at the location itself and will generate the service report accordingly. The repairing and refilling should be done accordingly as per the rates finalized in the work order/contract.
- (iv) The agency should respond against the email / written communication related to refilling/repairing within the 48 hours from the date of such communication. The urgent requirements should be responded on the same day itself. No extra charge will be paid by the University for such urgent cases.
- (v) The Bidder/firm shall repair and refill the printers/toners/cartridges and repair the MFM as per manufacture’s guidelines. Any violation of any legal requirement by the agency in this regard shall lead to termination of the contract forthwith and forfeiture of security money.
- (vi) In case the equipment is taken to the workshop of agency for repairing, the same should be taken with the permission of concerned officials of the University. Proper gate pass would be issued for taking the printer/MFM out of the University.
- (vii) After completion of repairing/refilling, the Satisfactory Work Completion Certificate will be given by the concerned officers of the University. Payment will only be made on submission of such certificate by the University. Despite repairing/refilling if the same problem arise within the 10 days from the date of repairing / refilling, the agency will be liable to resolve the issue with
- (viii) The refilling / repairing work should be done by following below mentioned guidelines
 - a. The refilling and minor faults should immediately resolved at respective location where the machines / printers installed. Major faults should be attended by providing / following the standby replacement method.
 - b. Major faults should be attended within 48 hrs, except for the Laser Printers which would be got serviced from authorized service centres of manufactures,
 - c. If the equipment is required to be transported to the firm’s / manufacturer’s service workshop for repairs, the same shall be undertaken at the risk and cost of the firm/agency.
 - d. The replacement of components shall be as per manufactures instructions and as per the decision of Head of the Institute.

- e. The firm shall have the required drivers (CDs and Pen drives) for maintaining the printers and peripherals for configuring them.
 - f. The replacement also involves all items of equipment including major parts but excluding, consumables which are mentioned under 'Not Covered under CMC' in the Part-II : Financial Bid.
- (xv) The contract shall initially be for a period of 01 year. The same may be extended upto 02 years on the basis of performance of previous years at the discretion of the CA, CUG.
- (xvi) The contract can be terminated at any time by the CUG after serving notice of one month. The CUG shall have the right to terminate the contract without assigning any reason, whatsoever to the firm.
- (xxi) Penalty and Liquidated Damages:

If the firm does not attend to the complaint within two working days from the time of communication through email/written, a penalty @ 5% of the total order value placed for the particular make & model would be imposed per day till it is not available for the use.

4. The Technical and Financial terms and conditions:

(a) Technical T&C:

- (i) The firm should be in existence for over 03 years in the trade with the maintenance & business with turnover of more than Rs.25.00 lakhs per annum. Copies of Registration Certificate and certified balance sheets for last 03 Financial Year in support of the claim should be produced.
- (ii) The company should have undertaken at least 03 similar maintenance contracts during the last 03 financial years with Government Departments, PSUs, Autonomous Bodies, Govt. Universities, Any other equivalent reputed organization etc. A certificate or evidence to this effect is to be provided from the concerned Govt. Dept.
- (iii) The company must be registered with the appropriate government organization. Copy of valid registration certificate must be attached with technical bid.
- (iv) ITR of last 03 assessment years i.e. 2021-22, 2022-23 and 2023-24 must be attached.
- (v) The company should produce the self-attested photocopies of documents related to allocation of Registration Number, PAN number, GST number.

(b) Financial T&C:

- (i) Net maintenance rates for the MFM / Printers as mentioned in the Annexure-I may be quoted inclusive of all except govt. taxes and govt taxes such as GST & other taxes must be indicated separately.
- (ii) The quoted rates must be 'Net Rate' after calculating maximum discount. There is no need to mention separate discount and offers, etc.
- (iii) Rates quoted will remain unchanged during the currency of contract, even if the same is extended.
- (iv) All terms and conditions shall also remain unchanged if the contract is extended.

5. Other terms and conditions: -

- (i) Bidder has to submit EMD at 3% of estimated Bid value i.e. Rs. 20,000/- must be submitted in form of Demand Draft issued by any scheduled bank in favour of Central University of Gujarat,

Gandhinagar. The bidders having valid MSME certificate issued by Department of Micro, Small and Medium Enterprises are exempted from paying EMD. The copy of valid MSME certificate must be attached with Technical Bids, failing which the bidder will not be liable for EMD exemption and may be rejected.

- (ii) Successful bidder shall have to submit a Performance Bank Guarantee for an amount equivalent to 3% of the total estimated value. The amount of Bank Guarantee will be communicated to the successful agency finalized for AMC. The PBG must be valid till the date 90 days beyond the expiry of the contract. The same must be submitted within 10 days from the date of award of contract, which will be returned on successful completion of the contract.
- (iii) **Payments shall be made against the invoice generated on case-to-case basis for actually refilled/repaired printers/MFMs as per the rates mentioned in the work order. Complaints will be generated time to time by the University through email/written communication for this purpose with description of make and model of printers/MFMs to be repaired/refilled during the contract period.**
- (iv) The contract as a whole or part thereof is non-transferable.
- (v) The contractor will not appoint any sub-contractor for the work under any circumstances.
- (vi) The job will be entrusted on the basis of all-inclusive rates contract on “As is where is” and competitive basis.
- (vii) Instruments that are not serviceable by the agency due to obsolescence of technology or non-availability of the parts / assemblies / components, will be withdrawn from the maintenance contract. The agency will have to produce proof for such obsoleted parts/components/make/model. However, the decision of competent authority regarding non-availability and obsolescence of technology and withdrawal of these items from the main contract will be final and communicated to the agency.
- (viii) The Competent Authority, CUG reserves the right to reject any or all the bids without assigning any reason.
- (ix) The bid shall remain valid for 180 days from the date of opening of bids.

6. CUG, Kundhela will not have obligation: -

- (i) Any loss caused to CUG due to any negligence of the contractor or his/her staff shall have to be suitably compensated by the contractor.
- (ii) The contractor shall be the employer for his/her workers and the CA, CUG will not be held responsible fully or partially for any dispute that may arise between the contractor and his workers.

7. Disputes and Court of Law:

In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under the terms and conditions of this tender), the same shall be referred to court of law under the Vadodara jurisdiction.

Part -II : Financial Bid (Rate Schedule)

Printers (Laserjet/Inkjet) (A)			
Make and Model of Printers	Qty	Cost/Unit of refilling of toner /cartridge	Cost/Unit of CMC (including parts)*
HP LaserJet M208dw Printer	41		
HP LaserJet Pro M1136 Multifunction Printer	39		
HP LaserJet Pro P1106	39		
Brother HL-L2321D	30		
HP Laserjet P1007 Monochrome Printer	18		
HP Laserjet P1108	15		
HP LaserJet Pro M12a	14		
HP Color LaserJet Pro MFP M176n	13		
HP Laserjet MFP M233dw Printer	6		
HP LaserJet Pro MFP M427fdn	4		
HP Color LaserJet Pro MFP M183fw Printer	3		
HP Color LaserJet Pro MFP M180n	3		
HP LaserJet 1020 plus Printer	1		
HP LaserJet M1005 Multifunction Printer	1		
Canon MF244DW Digital Multifunction Laser Printer	1		
HP Color LaserJet Pro M254dw	1		
HP LaserJet Pro CM1415fnw Color Multifunction Printer	1		
HP Deskjet Ink Advantage 4515 e-All-in-One Printer (InkJet)	1		
HP LaserJet Pro MFP M126nw Printer	1		
HP Color LaserJet Pro MFP M181fw	1		
Brother HL-L2366DW	1		
Lexmark MX421ade	1		
Canon ImageCLASS MF631Cn All In One Colour Laser Multi-function	1		
Canon iR 1024iF	1		
HP Color LaserJet CM2320nfp Multifunction Printer	1		
HP LaserJet Pro 400 MFP M425dn	1		
HP LaserJet Pro CM1415fnw Color Multifunction Printer	1		
HP LaserJet M1319f Multifunction Printer	1		
HP LaserJet P2055d Printer	1		
HP LaserJet Pro CP1525n Color Printer	1		
GST			
Grand Total			

Multifunction Machines (B)		
Brand	Qty	cost of CMC (including parts)*
Canon imageRUNNER ADVANCE 6075	3	
Canon imageRUNNER ADVANCE 4225	3	
Samsung CLX-9201 Laser Multifunction Photocopier	2	
Canon IR-2520W Digital Photocopier Machine	2	
Kyocera Photocopier Km-1635	1	
Ricoh Aficio MP 6000	1	
SAMSUNG Multixpress K2200ND Multi-function Monochrome Laser Printer	1	
Xerox WC 5325/30/35	1	
Sharp Multifunction Printer MX-M356NV.	1	
Sharp MX-M356Nv	1	
Sharp Mono Multifunction Printer- BP-20M31T	1	
imageRUNNER ADVANCE DX 4725	1	
Canon Imagerunner Advance DX 4745	1	
Canon IR Advance 6555	1	
GST		
Grand Total		

CALCULATION OF TOTAL CONTRACT VALUE & BANK GUARANTEE AMOUT		
Sr No.	Particulars	Amount (Rs.)
1	TOTAL --- (A+B)	
2	Add : GST / TAXES (pls mention %)	
3	Add: other charges, if any	
4	Grand total (In Figures)	
5	GRAND TOTAL (In Words)	

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

Place:

**The cost of CMC should cover the repairing of toner /cartridge including the replacement of parts of toner/cartridges, if required.*

**The consumable parts which are not covered under CMC should be mentioned separately.*

NOTES

- The L1 agency will be decided by considering the consolidated total of the services under (A) and (B).
- In case any make / model is found obsolete the same may be mentioned separately. It should not be mentioned in the column of rates.

Part-I : Technical Bid

ANNEXURE-II

Company / Firm Details cum Checklist for Evaluation of Tender

Sr. No	Particulars	Details	Page No.
1	Name of the Firm		
2	Address of the Firm with Contact Number, Fax & Email ID		
3	Full Contact Details of Company's Authorized Representative (Phone, Fax, Mobile, email ID etc.)		
4	Authorization Certificate (if applicable)		
5	Registration Certificate of agency.	_____ (Attach copy)	
6	Earnest Money Deposit (EMD in form of Demand Draft of Rs.20,000/- is required to be submitted as Earnest Money Deposit in favour of The Registrar, Central university of Gujarat payable at Gandhinagar <i>(valid MSME certificate is to be attached if bidder wants to claim exemption from paying EMD)</i>	DD No. _____ Date _____ <i>(attached MSME certificate if want to claim exemption from EMD)</i>	
7	Address of Workshop with area of premises		
8	PAN	_____ (Attach copy)	
9	Goods & Service Tax No. (GST)	_____ (Attach copy)	
10	The average annual turnover of the agency for the last three financial year 2021-22,2022-23 and 2023-24 should be Rs.25Annual <i>(Certificate duly issued by CA should be attached as per Annexure-III)</i>	FY -- _____ (Attach copy) FY -- _____ (Attach copy) FY -- _____ (Attach copy)	
11	Copies of having minimum 03 or more Contracts valuing Rs.5.00 Lakh or above		

	with any Govt. / Semi Govt. / Govt. Autonomous Bodies / PSUs / Govt. Universities / Any Government, Semi Government Organization/ Any other equivalent reputed organization during last 03 Years.	(i) _____ (Attach copy) (ii) _____ (Attach copy) (iii) _____ (Attach copy) (iv) _____ (Attach copy)	
12	List of Work/Performance Satisfactory Certificates from <u>minimum 03 Govt. Customers during last 03 years</u>	(i) _____ (Attach copy) (ii) _____ (Attach copy) (iii) _____ (Attach copy) (iv) _____ (Attach copy)	
14	Whether agency has been blacklisted by any Govt. Dept. / Autonomous Body / or any of its Lab. As on date of submission on the bid?	_____ (Yes / No) (Attach an Undertaking as per Annexure-V)	
16	Bank Details:	Name of Bank. Branch name with Code. Account No. Account Type. IFSC Code. MICR Code.	
17	Duly signed & Stamped Fall Clause Certificate (Annexure-IV)	_____ (Yes/No)	
18	Duly signed & stamped Integrity Pact (Annexure-VI)		
19	Duly signed & stamped Authorization Letter for Tender Opening (Annexure-IX)		

Place

Signature & Stamp/Seal of the Proprietor

Date:

/Partner(s) of the Agency

ANNUAL TURNOVER CERTIFICATE ISSUED BY THE STATUTORY AUDITOR

Location:

Date:

From (Name & Address of the Statutory Auditor)

To

The Registrar,

Central University of Gujarat

Village : Kundhela, Ta: Dabhoi,

Dist : Vadodara

Ref.: Tender No. _____ dated _____

Sir,

We hereby certify that the average Annual Turnover for Financial Years 2021-22, 2022-2023, 2023-2024 of M/s..... (Name of the agency) is as under;

Financial Year	Annual Turnover (in lakh)
2021-22	
2022-23	
2023-24	
Average Annual Turnover _____	

Note: Please attach necessary support documents

Yours Sincerely,

(Signature of Authorized Signatory)

Name of the Authorized Signatory:

Seal

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

FALL CLAUSE NOTICE CERTIFICATE

This is to certify, that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____.

The prices charged for the services offered / stores supplied under Contract will under no event be higher than lowest prices at which our company offers/sells the items of identical description to any other Government Organization/PSU's/Autonomous bodies/Private Organizations/Laboratories/Universities during the period of contract failing which the "FALL CLAUSE" will be applicable.

In case, if the price charged by our company/firm is more, the Central University of Gujarat will have the right to recover the excess charged amount from the subsequent/unpaid bill or Security Deposit of the supplier and in case if such recovery cannot be made, appropriate action will be taken against the supplier including deregistering them, suspending business deals with them, debarring them for two years from participating against the tender enquiry floated by concerned purchase organization etc.

Further, we undertake that we have read all terms and conditions and abide ourselves thereto as stated in the tender No. _____ dated _____ for Annual Maintenance Contract for MFM/Printers/Scanners at CUG, kundhela.

Signature with Seal of the Bidder

Date:

Place:

*Note: This letter should be on the **letterhead of the quoting firm** and should be signed by a person competent and having the power of attorney to bind the same.*

DECLARATION-CUM-UNDERTAKING

I, Ms./Mrs./Mr. _____ designation _____ (at the firm) of M/s. _____ declare that I have gone through all the Terms and Conditions contained in the Tender Notice No. _____ dated _____ regarding AMC for Refilling of cartridge & repairing of Various Make & Models of Printers and Multi-Functional Machine held at Central University of Gujarat, Kundhela and all terms and conditions are acceptable to this company / firm. I declare and undertake that this company does not have any terms and conditions of its own in respect of quotation being submitted for AMC. I further certify that I am an authorized signatory of our company and am, therefore, competent to make this declaration.

I undertake that the information provided in the offer of Maintenance Contract are true and correct to the best of our knowledge and belief. I understand that in case any information is found incorrect and/or false at a later stage, the CUG can terminate the Maintenance Contract and also can blacklist and/or take legal action, if any, against the firm as the Institute may deem fit and will not have any deal with Institute (CUG) and council (UGC) in future.

I also undertake to keep the proposal and the rates/price list unchanged and valid during the currency (standard and extended both) of the Maintenance Contract.

Further, I undertake that the firm has not been black listed / banned / debarred by any Govt. Institute/Autonomous body/PSU/Universities/Hospitals/Laboratories etc. No such cases of any inquiry is pending against our firm.

So far as the rates and discount are concerned, I undertake that the firm has not offered less prices/rates and/or higher discount to any other Govt. Department / PSUs / Laboratories / Universities / Hospitals / Research Institutes etc. than that quoted to CUG Kundhela.

Date:
Place:

(Signature with stamp of the company)

*Note: This Undertaking should be on the **letterhead of the quoting firm** and should be signed by a person competent and having the power of attorney to bind the same.*

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

ANNEXURE-VI

INTEGRITY PACT AGREEMENT

This Integrity Agreement is made at on thisday of20.....

BETWEEN

Central University of Gujarat through Registrar, Central University of Gujarat, Kundhela, Dist-Vadodara. (Hereinafter referred as the ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **AND**

.....
.....(Name and Address of the Individual/firm/Company) Through (Details of duly authorized signatory) Hereinafter referred to as the “Bidder/Service Provider ” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

WHEREAS the Principal / Owner has floated the tender () (Hereinafter referred to as “Tender/Bid”) and intends toward, under laid down

organizational procedure, contract for – AMC for Refilling of cartridge & repairing of Various Make & Models of Printers and Multi-Functional Machine held at Central University of Gujarat, Kundhela Here in after referred to the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relationship with its Bidder(s) and Service Provider (s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Preamble

The Principal intends to award, under 0 laid down organizational procedures, contract/s for

.....
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Service Provider (s).

In order to achieve these goals, the principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive Suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Services Provider (s)

- (1) The Bidder(s) / Services Provider (s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Service Provider (s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Services Provider (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he /she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Services Provider(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in

particular to prices, specifications, certifications, subsidiary contracts, submission or on-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- c. The Bidder(s)/Services Provider (s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s)/Services Provider(s) will not use improperly, for the purpose of competition or personal gain, or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Services Provider (s) of foreign origin shall disclose the names and address of agents/representatives in India, if any. Similarly, the Bidder(s)/Service Provider (s) of Indian Nationality shall disclose names and addresses of foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/ Service Provider s(s). Further, as mentioned in the guideline all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Service Provider (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
 - f. Bidder(s)/Service Provider (s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s)/Service Provider (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Service Provider (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Service Provider (s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Service Provider liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business dealings”.

Section 6 - Equal Treatment of all Bidders/Service Provider s/Sub Service Provider

- (1) In case of Sub-contracting, the Principal Service Provider shall take the responsibility of the adoption of Integrity Pact by the Sub-Service Provider.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Service Provider s.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Earnest Money (Security Deposit)

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 To, **“Central University of Gujarat” Payable at Gandhinagar (Gujarat).**
- (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.
- (iv) 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.
- (v) No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Section 8 Fall Clause

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.

Section 8 - Criminal charges against violating Bidder(s)/ Service Provider (s) Sub Service Provider (s)

If the Principal obtains knowledge of conduct of a Bidder, Service Provider or Sub Service Provider, or of an employee or a representative or an associate of a Bidder, Service Provider or Sub Service Provider which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 9 - Independent External Monitor

- (1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all. Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Service Provider s as confidential. He/ she reports to the Registrar, CUG.
- (3) The Bidder(s) / Service Provider (s) accepts that the Monitor has the right to access without restriction all Project documentation of the Principal including that provided by the Service Provider. The Service Provider will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same applicable to Sub- Service Providers.
- (4) The Monitor is under contractual obligation to treat the information and documentation of the Bidder(s) Service Provider (s)/ Sub- Service Provider (s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform Chairman, CUG and recuse himself / herself from that case.
- (5) The Principal will provide the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Service Provider. The parties offer the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Registrar, CUG within 8 to 10 weeks

from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

- (8) If the Monitor has reported to the Registrar, CUG, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Registrar, CUG has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.
- (10) Details of the INDEPENDENT EXTERNAL MONITOR (IEMs).

The following officers are appointed as Independent External Monitor (IEMs).

Sr.No	Name	Email Id
01.	Shri Srinivasan Rangarajan, IRSME (Retd.), Trichy, Tamil Nadu	ramasalperi@gmail.com
02.	Dr. Sandeep Tripathi, IFS (Retd.), Bhopal, Madhya Pradesh	sandeeptrip.ifs@gmail.com

For any queries or observations of unethical issues you may approach them through emails.

Section 10 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Service Provider 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the Registrar, CUG.

Section 11- 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.

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other provisions

- i. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- ii. If the Service Provider is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- iii. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- iv. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- v. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the principal
Provider)(Office Seal)

(For & On behalf of Bidder/ Service
Provider)(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

.....

Witness 2:

(Name & Address)

.....

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made the Between (1) Registrar, Central University of Gujarat, Vill Kundhela, Ta Dabhoi, Distt. Vadodara 391107, Gujarat State, India (hereinafter called "the University") as one part and (M/s.....) of (.....) hereinafter called " Contractor" of the other part:

WHEREAS the Purchaser invited bids for, in which M/s..... was the successful bidder. M/s.....has accepted the bid for AMC for Refilling of cartridge & repairing of Various Make & Models of Printers and Multi-Functional Machine held at Central University of Gujarat, Kundhela. (Work order No... dated).

Now hereby agreed to following terms & conditions:

1. **Period of the Contract:** the duration of the contract is from ____ to ____ and can be extended subject to satisfactory performance and approval of the University.
2. **Service Place:** Central University of Gujarat, Village: Kundhela, Tal: Dabhoi, Dist: Vadodara, Gujarat.
3. **Performance security:** Performance Security @ 3% of contract value shall be furnished in the form of Demand Draft (DD) or Bank Guarantee (BG) from a Scheduled Commercial Bank operating in India in favour of CENTRAL UNIVERSITY OF GUJARAT, payable at Gandhinagar and to be submitted along with order acknowledgement. The EMD shall be forfeited if the selected agency, after award of contract, fails to execute the PBG or provide the services up to the satisfactory level. No interest is payable on EMD. The Performance Security should be valid for a period of 90 days beyond the date of completion of the contract.
4. All terms and conditions of the tender no. CUG/01/2025 dated 09/05/2025 will remain unchanged and must be followed by the Contractor.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law of India on the day. Month and year indicated above.

For and on behalf of the Purchaser signed:
Signed, Sealed and delivered by the

[insert signature]
In the capacity of [insert title or other appropriate designation]
In the presence of [insert identification of official witness]

For and on behalf of the Supplier Signed:
[insert signature of authorized representative(s) of the Supplier]
In the capacity of [insert title or other appropriate designation]
In the presence of [insert identification of official witness]

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Three Hundred or as applicable)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT GANDHINAGAR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GANDHINAGAR OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT GANDHINAGAR. GUARANTEE/BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTABLE.)

To

The Registrar

Village:Kundhela, Taluka-

Dabhoi District: Vadodara-

391107, Gujarat.

LETTER OF GUARANTEE

WHEREAS Central University of Gujarat, Kundhela, Vadodara (Buyer) have invited bids vide tender No..... Dt. to provide Service AND WHEREAS the said bid document requires that any eligible successful bidder (seller) wishing to provide service etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**The Registrar, Central University of Gujarat, Kundhela, Vadodara**” in the form of Bank Guarantee for Rs and valid till [90 (ninety) days beyond the date of completion of the installation, commissioning and all other contractual obligations of the service provider including the free warranty period, may be submitted within 30 (Thirty) days from the date of acceptance as a successful bidder.]

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to Central University of Gujarat, Gandhinagar on demand and without protest or demur Rs. (Rupees.....).

This bank further agrees that the decision of Central University of Gujarat, Gandhinagar (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the

guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller) and/ or Central University of Gujarat, Gandhinagar (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if University serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims, if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date

AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING

No.

Date

To,
The Registrar,
Central University of Gujarat
Village: Kundhela, Taluka-Dabhoi
District: Vadodara-391107, Gujarat

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