



**CENTRAL UNIVERSITY OF GUJARAT**  
**GANDHINAGAR- 382 030**

**Name of work:**

Annual Contract for Maintenance/Repair of Air-conditioners (Window/Split),  
belonging to Central University of Gujarat.

**Central University of Gujarat,**  
**Near Jalaram Mandir, Sector 29,**  
**Gandhinagar – 382030**  
**Tel.: 079 23977409**  
**Email: [registrar@cug.ac.in](mailto:registrar@cug.ac.in)**

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# CENTRAL UNIVERSITY OF GUJARAT

## GANDHINAGAR- 382 030

### Maintenance/Repair of Air-conditioners (Window/Split)

#### Notice Inviting Tender

**1.1.** Central University of Gujarat, Gandhinagar invites Sealed tenders under Two Bid System i.e. Technical Bid and Financial Bid from reputed/registered, experienced Companies/Firms/ Agencies dealing in repair/maintenance of Air-conditioners for award of Annual Maintenance Contract for the maintenance/repair of Air-conditioners, [**Window-4, Spilt - 265**] installed in the both the campuses of Central University of Gujarat (Sector 29 and Sector 30), Vice Chancellor's House of the University on the terms and conditions enumerated in the following paragraphs. The period of Annual Contract for maintenance/repair of Air conditioners will be valid for a period of one year from the date of award of the contract.

Details of tender are as follows:

1.	<b>Tender No.</b>	CUG/20/2020-21
2.	<b>Duration of Contract</b>	2 Year
3.	<b>Last date and time of submission</b>	25/03/2021
4.	<b>Date of Opening of Technical Bids</b>	26/03/2021
5.	<b>Date of opening of financial bids for technically qualified bidders</b>	Will be notified by E-mail
6.	<b>Tender Fee (Non-refundable)</b>	Rs. 1000
7.	<b>EMD</b>	Rs. 10,000
8.	<b>Address and Venue for the submission of Tender document</b>	Administrative block, Sec-29, CUG

- 1.2. complete Tender Document can be downloaded from the website of the University (<http://cug.ac.in>).
- 1.3. The Earnest Money Deposit (EMD) of Rs.10,000/- (Rs. Ten thousand only), refundable (without interest), should be necessarily accompanied with the quotation of the Firm in the form of Demand Draft/Pay Order drawn in favor of "Central University of Gujarat", (failing which the tender shall be rejected summarily) along with other requisite documents has to be submitted in the Central University of Gujarat, Sector 29, Gandhinagar.
- 1.4. The last date of receipt of tender is 25<sup>th</sup> March, 2021 at 15.00 HOURS.
- 1.5. The Technical Bids will be opened by the Tender Opening Committee of the University on 26<sup>th</sup> March, 2021.

### **1. Instructions to The Bidders**

- 1.1. For the Bidding/Tender Document Purposes, the Central University of Gujarat shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and/or Bidder or interchangeably'.
- 1.2. While all the efforts have been made to avoid errors in the drafting of the tender document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.3. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, bids not meeting the minimum eligibility criteria, Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents, are liable to be rejected.
- 1.4. For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to the University. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 1.5. The contract shall be awarded to the selected bidder(s) on fixed rates for maintenance of Air Conditioners (Window/Split) for one year from the date of the award of the contract. However, the contract may be extended for further period of one year, if mutually agreed by both the parties.

**1.6.** The rates quoted and Taxes if any, should be specifically and separately indicated in the quotation. In case of no separate mention of Taxes, Rates will be presumed to be all inclusive and assessment will be made accordingly.

## **2. Minimum Eligibility Criteria**

**2.1** The following shall be the minimum eligibility criteria for selection of bidders at bid stage of the bidding process:

- Experience: The Bidder shall have experience in the similar field in the Ministries/Departments/ Government Organizations/Universities for the last three (3) years.
- Documents supporting the Minimum Eligibility Criteria to be attached with bid document:
- In proof of having fully adhered to minimum eligibility criteria, following documents shall be acceptable with the bid documents:
  - a) Self-attested copy of registration certificate of agency for the similar job.
  - b) Self-attested copy of PAN Card/TIN number.
  - c) Self-attested copy of GST Registration Certificate.
  - d) Self-attested copies of the award letter from 3 Ministries/Departments/Govt. Organizations for the last three (3) years.
  - e) Self-certification to the effect that the firm has not been banned/blacklisted by any Ministry/Government Department/Universities in the past.

### **Earnest Money Deposit**

**2.2.** The units registered with Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry of Department shall be exempted from the payment of Earnest Money as defined under Rule 170 of General Financial Rules (GFR), 2017. In such case, copy of the certificate showing registration with the above-mentioned institutions to be enclosed along with the bid.

**2.3.** In case the unit is not covered under as described above, it shall submit the offer along with an Earnest Money Deposit (EMD), refundable, of Rs.10,000/- (Rupees Ten thousand only) in the form of Demand Draft/Pay Order drawn in favor of "Registrar, Central University of Gujarat" failing which the tender shall be rejected out rightly.

**2.4.** Any request by the bidders to consider their EMD furnished by them to the University for

any other contract/tender cannot be considered as EMD for this tender.

**2.5.** Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

**2.6.** No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit. i.e. no interest will be payable in EMD.

**2.7.** The EMD may be forfeited in the following cases:

If the bidder fails to accept the award letter based on his offer (bid) and within the prescribed time.

### **3. Validity of Bids**

**3.1.** Bids shall remain valid and open for acceptance for a period of 60 days from the last date of submission of bids.

**3.2.** In case, client call the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

**3.3.** The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

**3.4.** No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained.

### **4. Preparation of Bids**

**4.1. Language:** Bids and all accompanying documents shall be in English or in Hindi.

**4.2. Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.

a. Technical Bid Submission Form duly signed by the person authorized to sign the tender bids.

- b. Earnest Money Deposit of Rs.10,000/- (Rs. Ten thousand only).
- c. All self-attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section -3 above.

**4.3. Financial Bid:** Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document.

## **5. Submission of Bids**

**5.1.** The Bidding Firms have to submit the tenders in two bid system {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. The interested agencies are advised to submit two separate sealed envelopes super-scribing "Tender for maintenance/repair of Air-conditioners in Central University of Gujarat" (separately mentioning Technical Bid and Financial Bid on each envelop)". Both sealed envelopes should be kept in a third sealed envelopes super scribing "Tender for maintenance/repair of Air conditioners in Central University of Gujarat" and dropped the same in the Tender Box kept at the Registrar Office, Central University of Gujarat, Sector 29, Gandhinagar.

**5.2.** The Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft/Pay Order drawn in favor of "Registrar, Central University of Gujarat", failing which the tender shall be rejected summarily.

**5.3.** The Bid shall be submitted not later than 15.00 hours of 25/03/2021 addressed to Central University of Gujarat, Sector 29, Gandhinagar. Bids must be submitted within date and time stipulated in the Tender Document.

**5.4.** No Bid shall be accepted after the specified date and time.

**5.5.** The tender shall be completed in all respect and should be signed with date by the Authorized Signatory of bidder with company stamp on all the pages of this tender.

## **6. Bid Opening Procedure**

**6.1.** The Technical Bids shall be opened on 26/03/2021 at 15.00 hours by the Tender Opening Committee in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

**6.2.** The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be

opened by the Committee authorized for the purpose. The date, time and venue of opening of the Financial Bids shall be intimated to the technically qualified bidders in due course.

- 6.3. Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 6.4. After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.
- 6.5. Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid.
- 6.6. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, and time remaining unaltered.

## **7. Clarification on Technical Bid Evaluation**

- 7.1. The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 7.2. If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 7.3. Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 3.2.

## **8. Technical Bid Evaluation (Segregated Type)**

- 8.1. The bidder(s) who will qualify in the technical evaluation stage shall only be called for opening of Financial Bids. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

## **9. Financial Bid Opening Procedure**

- 9.1.** The Financial Bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their representatives, who choose to be present at the time of opening of the financial bids.
- 9.2.** Absence of bidders or their representatives shall not impair the legality of the process.
- 9.3.** The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- 9.4.** If there is a discrepancy between words and figures, the amount in words shall prevail.

## **10. Returning of Earnest Money Deposit (EMD)**

- 10.1.** The Earnest Money Deposit of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned after opening of the eligible Financial Bids.
- 10.2.** The Earnest Money Deposit of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned on award of contract to the successful bidder.
- 10.3.** The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

## **11. Performance Security Deposit (PSD)**

- 11.1.** The successful Firm will have to deposit 10% Performance Security of Contract Value in the form of Fixed Deposit Receipt (FDR) made in the name of the Company/Firm/Agency but hypothecated to the Central University of Gujarat within fifteen days of the award of the Contract. The PSD shall remain valid for a period of 27 (24+3) months from the date of commencement of the contract. The PSD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
- 11.2.** The Performance Security Deposit (PSD) will be forfeited by order of the Competent Authority of the University in the event of any breach or negligence or non-observance of

any terms and conditions of the contractor for unsatisfactory performance.

## **12. Commencement of Services**

**12.1.** The successful firm will be required to start working immediately from the date of award of the Contract. The University shall, however, has the right to terminate the contract at any time.

## **13. Terms and Conditions**

**13.1.** No increase in amount shall be considered at all during the currency of the Contract. No other charges like transportation fare etc., will be payable.

**13.2.** The firm should have PAN Card, GST Registration and other requisite government clearances that are necessary for carrying out such work.

**13.3.** Name of the proprietor, Residential and official Address and Telephone numbers of the firm to be given on the letterhead of the firm.

**13.4.** Selected Firm shall be required to inspect all the air conditioners and put these into operation immediately failing which the contract may be cancelled without assigning any reasons and the security money deposited by the contractor shall be forfeited.

**13.5.** The work is to be carried out in the premises of the University. The work which cannot be done in the office premises would be allowed to be done outside. No extra charges will, however, be payable on this account.

**13.6.** In no case, an air conditioner, or part thereof, shall be taken out of the premises without formal written permission of this University. No transportation charges will be paid on this account. The air conditioners or part thereof, taken to the workshop will have to be brought back within two days, failing which the cost of the machine/part will be recovered from the firm and, if considered necessary, the contract will be terminated without further notice.

**13.7.** The standby AC will be provided by the firm in good condition on free of cost.

**13.8.** It will be the responsibility of the firm to depute experienced mechanics exclusively to this University every day for doing the day-to-day repairing jobs. Complaints will be attended immediately after receiving the intimation over phone or in writing. In case, the complaint(s) of maintenance/repair of the AC are not attended to within 24 hours, penalty of Rs.100/- per

day per AC will be levied. Frequent failure to repair the Air-conditionings shall warrant the blacklisting of the Firm.

**13.9.** For regular and proper maintenance of the air conditioners and for attending to the complaints received from officers, it shall be obligatory on the part of the firm to depute sufficient number of qualified mechanics (minimum two) on all working days from 9.00 am to 5.30 p.m. throughout the currency of the contract immediately. In case of emergency, the complaints would also be required to be attended to on holidays.

**13.10.** The selected firm will complete the servicing of all ACs within 15 days from the award of the contract and will put all the machines in working conditions. Certificates for the successful completing the task has to be provided to the Administration Section.

**13.11.** The firm shall have to attend all complaints on receipt of information from the users directly with the prior approval of Administration Section. The services should be provided on regular basis during office hours and in case of emergency beyond office hours or on holidays etc.

**13.12.** The existing numbers of Air conditioners (Window/Split) mentioned above may change during the currency of the contract. For any such alterations, intimation shall be given to the contractor and if any new addition is not maintained through warranty clause but through AMC, charges for maintenance shall be payable to the contractor at the rates agreed upon. Similarly, the deletion shall also be intimated to the contractor and charges shall be deducted proportionately from the payment due to the contractor.

**13.13.** The firm will be required to undertake maintenance/repairs of Air conditioners (window/split), at Central University of Gujarat, Gandhinagar.

**13.14.** The term "Maintenance" shall include oiling, cleaning, greasing, servicing and repair of motor/compressor, electrical parts, air filters and gas charging during the currency of the contract at the exclusive risk, responsibility and the cost of contractor.

**13.15.** The contractor will ensure that the Air-conditioners give uninterrupted and trouble-free service. All breakdown calls should be attended to promptly and within stipulated time.

**13.16.** The contractor shall be responsible for smooth and satisfactory working of the air conditioners.

**13.17.** In case it is found that the selected firm is engaged in malpractices, the contract will be terminated, and they will be banned from having business relations with the Central University of Gujarat.

**13.18.** If the Firm commits breach of any of the terms and conditions or is not able to complete the work in time or the quality of work is not of the desired level, the contract will be cancelled, and performance security deposit shall be forfeited, and the work will be assigned to another firm at the risk and cost of the Firm.

**13.19.** As most of the items of work will be of urgent and time bound nature, the work will have to be completed within the stipulated time frame.

**13.20.** The Number of ACs may be increased during the period of AMC and contractor is entitled to repair and service these ACs.

**13.21.** A Penalty of Rs.500/- per day per unit will be imposed, if it is found that your work could not meet the satisfactory level.

#### **14. Contractor's Liability**

**14.1.** If at any stage, it is found that the performance, quality of work and material is not satisfactory, the contract is liable to be terminated without any notice and the Performance Security shall be forfeited.

**14.2.** The firms are also required to prove their competence to undertake such repairing job by furnishing certificate/document regarding satisfactory service from at least three different government Departments. The firm shall also indicate their registration number, Income - PAN number, TIN number, address of the registered office.

**14.3.** The firm must have an office or workshop of its own in Gandhinagar/Ahmedabad.

**14.4.** The contractor shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.

**14.5.** The firm/contractor shall be sole responsible for any injury or accident to the mechanic/ person employed by them.

## **15. Validity of Contract**

- 15.1.** The period of Annual Maintenance Contract for maintenance/repair of Air conditioners will be for a period of two year from the date of award of the contract. During the period of non-existence of AMC, the services of the firm would be utilized as need basis and payment will be made on pro-rata basis.
- 15.2.** The period of the contract may be curtailed/ terminated earlier owing to deficiency in service or substandard quality of work by the selected Firm. Central University of Gujarat, however, reserves right to terminate this initial contract at any time after giving one week notice to the selected Firm.

## **16. Payments**

- 16.1.** For payment purpose, the bills should be submitted month-wise, requisitions-wise along with the work completion report/user satisfactory report but payments half yearly basis.
- 16.2.** All payments shall be made in Indian currency by means of Electronic Clearance Service (ECS).
- 16.3.** The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Central University of Gujarat.

## **17. Termination**

- 17.1.** In case of breach of any of terms and conditions of the contract by the selected firm, the competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security deposit in the form of Fixed Deposit Receipt shall be forfeited and encased. The decision of the Central University of Gujarat in this regard shall be final.
- 17.2.** The contractor goes bankrupt and becomes insolvent.
- 17.3.** The University reserves right to withdraw/relax any of the terms and conditions of the tender document to overcome the problem encountered by the contracting parties.

## **18. Government Laws and Settlement of Dispute**

- 18.1.** Any claims, disputes and or differences (including a dispute regarding the existence,

validity or termination of this contract) arising out of or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication of the arbitration of a sole arbitrator to be appointed by the Competent authority of University in accordance with the provisions of the Arbitration and conciliation Act 1996 and Rules made thereunder including any modifications, amendments and future enactments thereto. The venue of the arbitration will be Gandhinagar and the decision of the arbitrator shall be final and binding on the parties. The arbitrator so appointed shall be an official of the Central University of Gujarat not below the rank of Deputy Registrar.

**18.2. Jurisdiction of Court:** This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Gujarat.

**18.3.** The L1 may be decided on the basis of total rate quoted for AMC of ACs.

#### **ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID**

1. Self - attested copy of registration certificate.
2. Self – attested copy of PAN/TIN.
3. Self-attested copy of GST Registration Certificate
4. Self- attested copy of Income Tax Registration Certificate.
5. Details of agreement made by Company with at least 3 Ministries/Departments/Govt. Organizations during the last 3 years.
6. Undertaking to be furnished by the service provider that the service provider has not been blacklisted/ banned by any Ministry/Department of Government of India.

## **19. APPLICATION - TECHNICAL BID**

For award of AMC for Service Maintenance of Spilt Window Air Conditioners belonging to Central University of Gujarat.

1	Name of the Bidder (in Block letters) attach certificate of registration	
2	Name of proprietor/ Director of Company/Firm/Agency	
3	Full address of Registered Office	
4	Telephone No./FAX No./E-mail address	
5	Full address of Operating/Branch Office	
6	Telephone No./FAX No./E-mail address	
7	Self-attested copy of PAN No.	
8	Self- attested copy of TIN number	
9	Self-attested copy of GST registration Certificate	
10	Bank D.D./P.O. No. and date	
11	Drawn of Bank	
12	Amount of D.D./P.O.	
13	Undertaking to the effect that the service provider having no legal suit/criminal case or has not been blacklisted/ banned by any Ministry/	

	Department/ Govt. Organization	
14	Self-attested copies for experience in the similar field in the Govt. Ministry/ Department for the last two consecutive years	
15	Duration of Contract	
16	Additional information, if any: (Attach separate sheet, if required)	

Date:

Signature of authorized person:

Name:

Place:

Seal:

## **20. APPLICATION - FINANCIAL BID**

**For award of AMC for Service, Maintenance of Air Conditioners (Split and Windows)  
belonging to Central University of Gujarat.**

1. Name of the Tendering company/Firm/Agency:

<b>Sr. No.</b>	<b>Items</b>	<b>Window type</b>	<b>Split type</b>	<b>Total</b>
1	Maintenance charges (rate per AC including oiling, cleaning, greasing, servicing, repair of motor/compressor, electrical parts, air filters and gas charging.)			

(To be printed on Supplier's letterhead)

## **21. INTEGRITY PACT**

### **General**

This pre-bid pre-contract Agreement herein after called the Integrity Pact is made on..... day of the month of ....., between, on one hand, the President of India acting through Registrar, Central University of Gujarat, Gandhinagar hereinafter called the “BUYER” of the first part and M/s.....represented by Shri ....., Director /Chief Executive Officer/ General Manager hereinafter called the “BIDDER/Seller” of the second part.

WHEREAS the BUYER proposes to take **Annual Contract for Maintenance/Repair of Air-conditioners (Window/Split)** of CUG and the BIDDER/Seller is willing to offer/has offered the stores and 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 the BUYER is an Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced 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 the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

### **Commitments of the BUYER:**

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.

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.
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.

In case 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:**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its 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 commit itself to the following:

1. The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, 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.
2. The BIDDER further undertakes that it 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. BIDDERS shall disclose the name and address of agents and representatives and Indian

BIDDERS shall disclose their foreign principals or associates.

4. BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores 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.
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.
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.
8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
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.
10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
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 officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.

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.

**Previous Transgression:**

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 Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
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.

**Earnest Money Deposit**

1. While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the University through any one of the following instruments:
  - (i) Demand Draft (DD)
  - (ii) Fixed Deposit Receipt
  - (iii) Banker's Cheque
  - (iv) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the University shall be treated as conclusive proof of payment.
2. The Earnest Money is normally to remain valid for a period of 90 (ninety) days beyond the date prescribed for the receipt of the tender.
3. No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
4. In case of successful BIDDER, EMD will be returned within 30 days from the date of submission of Performance Bank Guarantee.

**Security deposit /performance guarantee:**

1. Performance Bank Guarantee is mandatory.

2. Successful tenderer/ bidder should submit performance guarantee as prescribed above to be received in the office of Registrar, Central University of Gujarat, Gandhinagar on or before 30 days from the date of issue of order acknowledgement. The performance bank guarantee to be furnished in the form of Bank Guarantee as per Annexure-V of the tender documents, for an amount covering 10% of the purchase order value.
3. The Performance Bank Guarantee should be established in favour of **“Registrar, Central University of Gujarat, Gandhinagar”** through any Bank situated at Gandhinagar or outstation with a clause to be enforced the same on their local branch at Gandhinagar.
4. Performance Bank Guarantee shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.
5. The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
6. The performance bank guarantee shall be kept valid during the entire period of the contract and shall continue to be enforceable for a period of 90 days beyond the date of fulfilment of all contractual obligations including warranty period.

**Sanctions for Violations:**

1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its 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:
  - a) 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.
  - b) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (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.
  - c) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
  - d) 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 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 for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- e) To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - f) 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.
  - g) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
  - h) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - i) 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.
  - j) Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
2. The BUYER will be entitled to take all or any of the actions mentioned above of this Pact also on 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 statute enacted for prevention of corruption.
3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this pact.

**Fall Clause:**

1. The BIDDER undertakes that it has not supplied/is not supplying similar product/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 or PSU or autonomous body and if it is found at any stage that similar product/system or subsystem was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU or autonomous body at a lower price,

then that very price, with due allowance for elapsed time, 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.

**Independent monitors:**

1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Central University of Gujarat, Gandhinagar).
2. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
3. The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
4. Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this pact, he will so inform the Authority designated by the BUYER.
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.
7. The BUYER will provide to 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
8. The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department within 08 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**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 necessary information & documents in English and shall extend all possible help for the purpose of such examination.

**Law and Place of Jurisdiction:**

This Pact is subject to Indian Law. The place of performance and Jurisdiction is Gandhinagar, Gujarat.

**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 provisions of the extant law in force relating to any civil or criminal proceedings.

**Validity:**

1. The validity of this Integrity Pact shall be from date of its signing and extend up to 2 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 expire after six months from the date of the signing of the contract.
2. Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
3. The parties hereby sign this Integrity Pact.

BUYER

BIDDER

Registrar, Central University of Gujarat,  
Gandhinagar  
Date & Place:

Signature with seal  
Date & Place:

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

(Indenter)

2. \_\_\_\_\_

2. \_\_\_\_\_

## **22. Format for Earnest Money Deposit / Bid Security**

**(To be typed on Non-judicial stamp paper of the value of Indian Currency of One Hundred)**

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED 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)

### **LETTER OF GUARANTEE**

**To,**  
**The Registrar,**  
**Central University of Gujarat,**  
**Near Jalaram Mandir,**  
**Gandhinagar – 382030. Gujarat.**

IN ACCORDANCE WITH YOUR TENDER for the Annual Contract for Maintenance/Repair of Air-conditioners (Window/Split) of CUG M/s..... (hereinafter called the “Bidder”) having its Registered Office at ....., wish to participate in the said bid for the supply..... as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. .... (Rupees.....) valid up to ..... **(90 days beyond the date prescribed for the receipt of the tender)**, is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition with in the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

#### **During the validity of this Bank Guarantee:**

We, .....(Bank name) having its Registered Office at .....guarantee and undertake to pay immediately on first demand by ..... the amount of Rs..... (Rupees.....) without any reservation, protest, demur and recourse.

Any such demand made by the University shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to ..... **(90 days beyond the date prescribed for the receipt of the tender)** If any further extension is required, the same shall be extended to such required period on receiving instruction form the Bidder, on whose behalf the is Guarantee is issued.

**Notwithstanding anything contained herein:**

- I. Our liability under this Bank Guarantee shall not exceed Rs.....  
(Rupees.....).
- II. This Bank Guarantee shall be valid up to .....(date).
- III. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim 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:

**Instruction to Bank:** Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of guarantee period.

### **23. Format for Performance Bank Guarantee**

**(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)**

(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.)

#### **LETTER OF GUARANTEE**

**To,  
The Registrar,  
Central University of Gujarat,  
Near Jalaram Mandir,  
Gandhinagar – 382030. Gujarat.**

WHEREAS Central University of Gujarat, Gandhinagar (Buyer) have invited Tenders vide Tender No..... Dt. .... for Annual Contract for Maintenance/Repair of Air-conditioners (Window/Split) of CUG AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to service in response there to establish an irrevocable Performance Guarantee Bond in favour of “**Registrar, Central University of Gujarat, Gandhinagar**” 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 supplier 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 tenderer (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 Tenderer (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 Tenderer (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:

**Instruction to Bank:** Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

## **24. SELF-DECLARATION – NO BLACKLISTING**

**To,  
The Registrar,  
Central University of Gujarat,  
Near Jalaram Mandir,  
Gandhinagar – 382030. Gujarat.**

Dear Sir/Madam,

**Ref: Tender for Annual Contract for Maintenance/Repair of Air-conditioners  
(Window/Split) of CUG.**

In response to the Tender Document for Annual Contract for Maintenance/Repair of Air-conditioners (Window/Split) of CUG, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted/debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Place:

Signatures\_\_\_\_\_

Date:

Name\_\_\_\_\_

Seal of the Organization\_\_\_\_\_