

गुजरात केन्द्रीय विश्वविद्यालय

CENTRAL UNIVERSITY OF GUJARAT

(Established by an Act of Parliament of India, No 25 of 2009)
Near Jalaram Mandir, Sector-29, Gandhinagar-382030, Gujarat
Phone No. 079-23977407, FAX No. 079-23260076
Email: registrar@cug.ac.in Website: www.cug.ac.in



TENDER DOCUMENT
Engagement of agency for providing Man-Power

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Tender for

Engagement of agency for providing Man-power

TENDER No. : CUG/01/2022-23
DATE OF ISSUE OF TENDER : 23/04/2022
LAST DATE FOR RECEIPT OF TENDER DOCUMENT : 09/05/2022
TIME AND DATE FOR OPENING OF THE TENDER
[**TECHNICAL BID**] : 10/05/2022

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>

<i>PLACE OF OPENING OF THE TENDER:</i>	<i>Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar-382030.</i>
<i>ADDRESS FOR COMMUNICATION:</i>	<i>The Registrar, Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar-382030.</i>

TENDER FEE : NIL/-
EMD : Rs.1,00,000/-

Signature of Tenderer
With Seal

BID DOCUMENT

Engagement of agency for providing Man-Power for CUG Gandhinagar

Sealed competitive bids (in two bid system) are invited by the Registrar, CUG Gandhinagar from reputed and registered service providers/firms for providing manpower to the CUG Gandhinagar on outsourcing basis depending upon the requirements of CUG Gandhinagar from time to time as per the terms and conditions set forth in the following paragraphs. The Services of manpower 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.

A) Instruction for Bidders:

1. The validity period of the bid will be three months from the date of opening of tender documents, which may be extended by the bidders for such period as may be requested by CUG. The bidders shall ensure that timelines are adhered to and any bids received later than the specified time and date shall not be entertained.
2. The Earnest Money Deposit (EMD) of Rs.1,00,000/- refundable (without interest), should be necessarily accompanied with the price Bid of the service provider in the form of Demand Draft drawn in favour of CUG, Gandhinagar, failing which the tender shall be rejected summarily. In the event, the successful bidder fails to sign the agreement with CUG for provision of services as sought in the tender, subsequent to its bid being accepted, the EMD is liable to be forfeited. The firms registered under MSME for supplying Manpower Services are exempted for submitting the Earnest Money Deposit (EMD).
3. The bid of the bidders who submit their bid in the proper format and with the required EMD will be evaluated. The bidders who are eligible based on the eligibility criteria will only be evaluated as per the criteria mentioned. Consequently the bids of non-conforming parties shall not be evaluated and is liable to be summarily rejected. Hence only bidders who satisfy eligibility conditions are requested to apply.
4. The successful bidder who is awarded the contract shall be required to deposit a Performance Security Deposit @ 3% of the total value of the contract in the form of Bank Guarantee from any Scheduled Commercial Bank drawn in favour of CUG, Gandhinagar covering the period of contract and 90 days beyond the contract period. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended/renewed by the successful manpower service provider. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non deposit of PBG within the stipulated time shall render the contract invalid at the discretion of CUG.
5. Any incomplete bids or incomplete column of Technical/Financial bid or conditional bids or bids with wrong information, bid received late shall not be considered and is liable to be summarily rejected in very first instance without any recourse to the bidder.
6. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Price Bid Form. In such cases, the tender shall be summarily rejected.

7. The price bids shall be opened on the scheduled time and date (At Date & Time) in Conference Room, Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar-382030, in the presence of the representatives of the Manpower Service Providers (restricted to two persons from the side of each bidder), if any, who wish to be present on the spot at that time.
8. The price Bid of only those bidders will be opened whose bids have been found eligible as per the criteria mentioned in the Annexure – I All eligibility conditions have to be satisfied on the date of submission of bid and not later.
9. The Competent Authority of the CUG reserves the right to annul all bids or discontinue this tender process, at any time prior to signing of the contract without assigning any reason whatsoever.
10. This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of the Manpower Service Provider described herein.
11. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the Manpower Service Provider or be the basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information on the Manpower Service Provider. While this document has been prepared in good faith, neither CUG, nor any of their officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by CUG and any of their officers or subscribers even if any loss or damage is caused by any act or omission on the part of CUG or any of their officers or subscribers, whether negligent or otherwise.
12. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of CUG. CUG and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.
13. Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observations contained herein.
14. This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.
15. This document constitutes no form of commitment on the part of the CUG. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Manpower Service Provider selection process.
16. When any proposal is submitted pursuant to this tender, it shall be presumed by CUG that the bidder has fully ascertained and ensured about its eligibility to render service as a Manpower

Service Provider, in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regime and that there is no statutory or regulatory prohibition or impediment to acting as such Manpower Service Provider and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.

- 17.** By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and **CUG reserves the right at any time and without advance notice, to change the procedure for the selection of service provider.**
- 18.** CUG reserves the right to vary/alter/amend the eligibility criteria for the Manpower Service Provider at any time, in its discretion, before the last date of submission of proposals.
- 19.** The Service providers shall comply with and abide by such directions that CUG may issue from time to time.
- 20.** The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated times shall become the property of CUG and will not be returned.
- 21.** The proposal shall be valid for a period of three months from the date of opening of proposals. A proposal valid for a shorter period may be rejected as non-responsive.
- 22.** Once the CUG notifies the successful bidder that its proposal has been accepted, CUG shall enter into separate agreement/contract with the successful bidder and the terms and conditions of provisions of service, etc. shall be specified therein.
- 23.** Any matter relating to the appointment of Manpower Service Provider or the procedure for the appointment of Manpower Service Provider shall be governed by the Laws of Union of India. Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at High Court of Gujarat Ahmedabad.
- 24.** The Service provided shall submit an affidavit stating that the service provider is not/not been block listed by Central/State govt./any PSUS/Private sector at any point of time.
- 25.** Persons deployed by the Service provider shall not be less than 18 years of age.
- 26.** Conditional bids shall not be considered and will be rejected outrightly at the first instance.

MINIMUM ELIGIBILITY CRITERIA FOR MANPOWER SERVICE PROVIDER

The CUG has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the proposal.

Sl.No.	Criteria	Supporting Document
1.	The Registered Office or one of the Branch Offices should be located in Gandhinagar / Ahmedabad for at least last 2 years.	Self-Attested copy of Telephone bill/Electricity Bill/Registered Lease Deed supporting the address at in Gandhinagar / Ahmedabad Capital Region.
2.	The firm should be registered with the appropriate registration authority and should be in existence for not less than three years before 31/03/2021.	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act.
3.	Income/Revenue* from Recruitment (Man Power Services) of the firm should not be less than Rs. One Crores. *Revenue from other business will not be considered	Copies of audited balance sheet/CA Certificate should be attached for the last three financial years 2018-19, 2019-20 & 2020-21 Attested copy of the latest IT return filed by agency.
4.	Should have served for minimum of 5 No. of clients as Man Power Service Provider out of which minimum 3 No. of clients should be of Govt/PSUs.	Certified documents in support of past contracts with Govt /PSUs
5.	They should have experience in providing Manpower Services to Government Departments, Public Sector Companies, etc; (At least three years)	Certified documents in support of past contracts with Govt. / PSU for Man Power Services confirming year and area of activity.
6.	They should have their own Bank Account;	Certified extracts of the Bank Account containing transactions during last three years of the bidder in relation to manpower services.
7.	They should be registered with Income Tax and GST;	Attested copy of PAN Card; Attested copy of GST registration certificate in respect of Manpower Services
8.	They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act).	Attested copy of the Employee Provident Fund registration letter / certificate. Attested copy of the Labour License under The Contract Labour (Regulation & Abolition) Act. Attested copy of the Employee State Insurance registration letter / certificate.
9.	Whether Provision of Income Tax (TDS) is kept in Financial Bid.	Yes or No

Terms & Conditions

1. Based on the requirement of each job, the candidates recommended by the Agency for engagement/deployment will be decided by CUG Gandhinagar and decision of the CUG Gandhinagar will be final in this regard. In case CUG Gandhinagar in its discretion finds any deployed person as not desirable and not suitable for whatever reasons will be at the sole discretion of the CUG Gandhinagar and upon so being notified by CUG Gandhinagar, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to CUG Gandhinagar.
2. The personnel shall be available for work on all office days (Monday to Saturday) from 9.00 a.m. to 5:30 p.m. However, depending upon the exigencies of work, the personnel may be required to work late beyond office hours or on closed holidays.
3. The personnel deployed under this contract shall maintain proper office decorum. They shall not disclose any secret official information to any unauthorized person.
4. The persons employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the CUG Gandhinagar.
5. The service provider shall be responsible for all injuries and accidents to person employed by him/her. The worker shall be insured against personal accidents arising out of and during course of their duties.
6. In the event of injury, illness or accidents to any worker, CUG Gandhinagar will not be liable to pay any compensation. The insurance cover shall include the liability under the Workmen Compensation Act, for which proof of insurance to be provided by the firms.
7. The service provider shall in no case pay its employee less than the minimum mandatory rates per day in accordance with the Minimum wages fixed by Central Government and a record of that should be kept in a register, which may be made available for examination to CUG Gandhinagar as and when demanded.
8. The workers employed by the Contractor shall be agency's sole employees and CUG Gandhinagar shall not have any relation whatsoever with the employees of the Contractor. He will be fully responsible for their acts, conduct and any other liability.
9. The Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed to work for CUG Gandhinagar. The contractor should pay the exact amount faithfully to the outsourced personnel without any additional deduction other than stipulated. Violation of this shall attract a warning at first instance and may lead to termination or recurring instances. This is without prejudice to any other right available to CUG.
10. CUG Gandhinagar shall have no liability whatsoever towards any other personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and shall be the sole responsibility of the Agency.
11. The Agency shall not sub-contract the services of personnel sponsored by them.

12. CUG Gandhinagar reserves the rights to award the contract/work in full or in parts to any Agency and also terminate the contract/work at any stage if the performance of the Agency is found to be Not Satisfactory.
13. CUG Gandhinagar is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch award of contract if the Committee is not convinced with the details and proofs submitted by the vendors.
14. The bidder is required to deposit Rs.1,00,000/- (Rupees One Lakh only) in the form of Demand Draft drawn from nationalized bank in favour of “CUG Gandhinagar” payable at Gandhinagar as bid security /EMD along with the bid. The bid security /EMD (without any interest) shall be returned to the unsuccessful bidders after the Notification of award of contract. The bids not accompanied by bid security / Tender fee shall be summarily rejected.
15. The Successful Agency will be required to deposit Performance Bank Guarantee (PBG) / FD from Scheduled Bank equivalent to 3% of yearly contract value on the award of contract. The Performance Bank Guarantee/FD from Scheduled Bank should be valid up to 3 months beyond the date of expiry of the contract.
16. In case of any loss, theft, sabotage etc. caused by or attributable to any of the personnel deployed by the Agency, the CUG Gandhinagar shall have the right to claim the damages from the Agency.
17. The Contract shall keep the University indemnified through a fidelity bond of Rs.1,00,000/- (Rupees One lakh only) issued by a reputed insurance company against loss caused to the University employees deployed by the Contractor at various points. The contractor will be liable for paying for any loss caused to the University. In case any employee of the Contractor so deployed enters into dispute of any nature whatsoever it will be the sole responsibility of the Contractor concerned to contest the same. In case University is also made party and is required to counsel fee and other expenses shall be paid to the University by the Contractor. Further, the contractor shall ensure that no financial or other legal liability of any nature comes on the University in this respect.
18. The University shall have the right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the Performance Bank Guarantee of the Contractor.
19. In case of any deficiency in services by staff so deployed on contract basis, provide lesser number of manpower than the minimum required or in the case of disobedience by the staff so deployed on duty, the Registrar, CUG Gandhinagar or any other officer authorized by him shall be at liberty to impose penalty as may be deemed fit up to Rs.1,000/- (Rupees one thousand only) for each such occasion after giving him an opportunity of being heard in person. The decision of the Registrar, CUG Gandhinagar shall be final and binding on the contractor.

20. **Termination of The Contract:-**

The contract may be terminated in any of the following contingencies:

- a) On the expiry of the contract period, without any notice;

OR

- b) On giving one month's notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services;

OR

- c) On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice.

OR

- d) On Contractor being declared insolvent by the competent Court of Law without any notice;

OR

- e) In case the Contractor is not interested to continue the contract subject to the condition that the Contractor shall give minimum three months' notice. If the Contractor does not give the requisite notice as mentioned before, then his Performance Bank Guarantee shall be forfeited and Bank Guarantee shall be encashed in proportion to the period falling short of the specified notice period;

“Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period”.

- 21. In the event or exigencies arising due to the death, infirmity of the Contractor or for any other reason or circumstances, liabilities thereof the contract shall be borne by the following on such terms and conditions, as the Registrar, CUG Gandhinagar may further deem fit in public interest or revoke the contract, namely:
 - a) Legal heirs, in case of sole proprietor
 - b) Next partners, in the case of company of firm
 - c) Otherwise the Registrar, CUG Gandhinagar shall reserve the right to settle the matter accordingly to the circumstances of the case, as he/she may think proper.
- 22. No party shall be allowed to be represented by the lawyer during any investigation enquiry, dispute or appeal.
- 23. The Courts at Ahmedabad only shall have the jurisdiction for the purpose of this agreement.
- 24. In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matter the decision of which is specifically provided under this contract) the same shall be referred to the sole arbitration of the Registrar, CUG Gandhinagar or his nominee on mutual agreement between both the parties.
- 25. The award of such Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his/her office or resigning or refusing to work or neglecting his/her work or being unable to act for any reason whatsoever the Vice Chancellor, CUG Gandhinagar shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the above said terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his/her predecessor. The Arbitration and Conciliation Act, 1996,

which came into force on 25/01/1996, shall deem to apply to arbitration proceedings. The venue of the arbitration shall be Gandhinagar.

26. The Contractor shall provide the copies of the relevant records during the period of contract or otherwise even after the contract is over whenever required by CUG Gandhinagar.
27. The contractor will be responsible for opening individual EPF account of the employee if he does not have one and provide him with PF passbook and ESI Card. He needs to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month along with bills.
28. The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same e.g. purchase of Non-judicial stamp paper etc. for furtherance of agreement with CUG Gandhinagar.
29. That, services of the manpower provided by the contractor to the CUG Gandhinagar shall be initially for a period of one year commencing from the award of contract and may be extended further by two years subject to satisfactory performance and compliance of all terms and conditions of agreement which will be signed by both the parties within 7 days of issue of letter of award. The cost of stamp paper etc. will be borne by the Agency. Subsequent extension on satisfactory performance will be at the sole discretion of CUG Gandhinagar.
30. The contractor alone shall exercise the control over the personnel deputed and beyond the terms and conditions stipulated herein; the personnel shall be governed by the rules and regulations of the contractor.
31. That, the contractor will submit a copy of Appointment Letter along with Bio-data to the University as and when the person is deployed at CUG Gandhinagar for and up to the period of duration of his contract with the University.
32. That, the contractor will submit the EPF/ESI account of each individual employee appointed on outsource basis showing therein the total deposit of EPF/ESI account in a particular financial year of the University for information.
33. That, it is further understood and agreed between the parties that any changes in the payments structure viz ESI, PF, Bonus, gratuity and service tax etc. as per the change in the law are recoverable from the client within the said statutory provisions of law. The service providers will be raising bill to CUG Gandhinagar accordingly. University will have all rights to recover the amount paid in excess due to change in statutory provisions if any.
34. The Contractor shall abide by and follow all the Local and Central Laws strictly.
35. That, all the payments to be made for the services provided by the contractor shall be made directly to the contractor who will raise the bills accordingly on monthly basis. No payments shall be made directly to the personnel so deputed by the contractor.
36. That, the rates to be paid to the contractor should not be less than Minimum Wages Act and other rules and regulations as applicable and notified from time to time in the official gazette/ Govt. of India.
37. That the rates entered into between the contractor and CUG Gandhinagar for the purpose of supplying the aforesaid services on outsource basis can be revised by mutual agreement during the currency of this contract of revisions of rates as applicable in case of Govt. of India.

38. That, the contractor shall make sure that the manpower so provided by them shall be with Photo identity card issued by the agency. These cards are to be constantly displayed and their loss reported immediately.
39. The personnel shall observe such timings as are prescribed by CUG Gandhinagar from time to time. In the absence of any specific times having been provided for by CUG Gandhinagar normal office timings shall be followed. In case on certain occasion the office needs to be operated over time, no over time shall be payable.
40. That, the contractor shall be liable for meeting all the statutory requirements as provided by the Acts governing labour laws i.e. Payment of Wages Act 1936, Contract labour (Regulation & Abolition) Act 1970, Minimum wages Act, Employees Provident funds (EPF) Act 1952, Employee State Insurance Act including EDLI, Payments of Bonus Act 1965, Payment of Gratuity Act 1972, private Security Agencies (Regulations) Act 2005, National, Casual, Annual Festival, Maternity, Leave Acts as applicable and as amended from time to time or any other rule framed there under from time to time by the Central or State Government and or any authority constituted by or under any Law, for the category of persons deployed by contractor. The rates so allowed to and paid to contractor shall include all such statutory liabilities and no excess amount shall be paid by CUG Gandhinagar.
41. That, the outsourcing agency would be responsible for maintenance of the leave record of the personal engaged by the agency. The leave applications of the outsourcing manpower would be forwarded to the outsourcing agency and the agency would be responsible to keep record of their leave and follow the relevant rules raise the bill accordingly.
42. That it will be the full responsibility of the contractor to deposit the statutory liabilities as applicable as per rule to the concerned department of the Central / State Government or the controlling agency, duly furnishing a copy to CUG Gandhinagar.
43. That, CUG Gandhinagar shall not be liable for any default on the part of the contractor on his failure to fulfill the statutory requirements and the liability shall be the contractor's alone.
44. That no accommodation, any other allowance over and above the amount given to the personnel so employed shall be provided for by CUG Gandhinagar under this agreement. CUG Gandhinagar is at liberty to change this clause as and when needed.
45. That the contractor shall be responsible for any loss or damage caused or suffered by CUG Gandhinagar on any account of negligence of the personnel supplied for by the contractor. This shall include any physical, financial and vicarious losses. Loss or damage caused to any property of CUG Gandhinagar by any act or omission on the part of contractor's employees/ personnel shall be borne by the contractor. In the eventually or such occurrence of loss or damage, the enquiry shall be made by the officers of the contractor in consultation with the officer of CUG Gandhinagar. The decision of the Vice Chancellor CUG Gandhinagar shall be treated as final in this regard after the said enquiry.
46. That the bio-data of each personnel so provided for the outsourcing shall be supplied to CUG Gandhinagar along with a copy of police verification upon the identity and the testimonials of qualifications etc. Before changing any personnel so provided prior information shall be given to CUG Gandhinagar.
47. An attendance register shall be maintained by the contractor for all the personnel deputed by him, who shall mark attendance daily at beginning and at the end of completion of the duties in the CUG Gandhinagar office and the payment, shall be made to the contractor on the basis of attendance register.

48. That in case of any disciplinary inquiry to be conducted against any delinquent personnel provided for by the Contractor to CUG Gandhinagar, the same shall be held by the Officer of the Contractor, in consultation with the Registrar of the CUG Gandhinagar.
49. That in case of any dispute arising out of this agreement between the contractor and CUG Gandhinagar, the same shall be referred to the sole arbitration of the concerned officer as appointed by the Registrar CUG Gandhinagar, who may him/her self take cognizance of the matter or depute/ nominate any officer of the said Institute or any other person who's decision shall be final and binding between the parties. Such arbitrator shall give a seasoned award. An officer of CUG Gandhinagar, in case he/she is nominated, as the sole arbitrator shall cease to be so in case he resigns, retires, suspended or his/her services are terminated or otherwise cease to be an officer University. A new arbitrator shall be nominated by the Vice Chancellor CUG Gandhinagar in such as eventuality. Supply of services, personnel (manpower) shall however continue to be supplied by the contractor under the terms of this agreement. The submission of any dispute to the arbitrator shall not prejudice the rights of the contractor in any manner whatsoever.
50. That the courts covering the area of CUG Gandhinagar only shall have jurisdiction to entertain, try and to decide any dispute arising out of this contract/ agreement.
51. That this agreement can be terminated by either party on giving prior notice in writing (without assigning any reason) as per corresponding terms of termination of contract.
52. The persons provided by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and administration of the contractor and in no case, a relationship of employer and employee between the said employee and the CUG Gandhinagar shall accrue/ arise implicitly or explicitly.
53. It is further agreed that the personnel so employed by the contractor and deputed in the office of CUG Gandhinagar shall have no right to employment against any post of the University (CUG Gandhinagar). It is further agreed that their services are being taken on a purely contractual basis/ outsource basis and CUG Gandhinagar reserves the rights to do away with the agreement as and when so required without assigning any reason.
54. The Contractor will abide by all the terms and conditions stated herein and directions given to him from time to time as per the need of the hour.
55. The contract shall commence from and shall continue till unless, it is curtailed or terminated by CUG earlier owing to reasons of deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or for any other reason or Non-compliance with any relevant labour laws or change in requirements of the CUG or for any other reasons as stipulated in the contract to be entered into with successful bidder. The contract shall automatically expire on, unless extended further by the mutual consent of contracting agency and CUG.
56. The contract may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the successful service provider and CUG.
57. The contracting Service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of CUG.

58. At present, the requirement of CUG is as under:-

Central University of Gujarat, Sector-29, Gandhingar, Gandhinagar					
Summary status of outsource staff Post-wise					
SKILLED					
Sr. No.	Designation	No. of Staff	Sr. No.	Designation	No. of Staff
1.	Clerk cum Data Entry Operator	38	8.	Account Assistant	2
2.	PA to Registrar	1	9.	Accountant	2
3.	Hostel Caretaker	4	10.	Stenographer	1
4.	Library Assistant	3	11.	Physical Sports Instructor	1
5.	Electrician	2	12.	Technical Assistant	1
6.	Field Work Office Co-ordinator	1	13.	Yoga Instructor	1
7.	Network cum surveillances engineer	1	14.	Computer Lab Assistant	1
			15.	Driver	4
SEMI-SKILLED					
1.	Cook	2	2.	Plumber	1
UN-SKILLED					
1.	Office Attendant	22	4.	Mali/Gardener	2
2.	Laboratory Attendant	4	5.	Safai Karmachari	9
3.	Library Attendant	2			
Total = 105					

The existing outsourced staffs are to be continued by the successful bidder/service provider under the new contract as per the Terms and Conditions of new contract concluded on the basis of this bid. The requirement of the CUG may further increase or decrease marginally, during the period of initial contract also and the tenderer/bidder would have to provide additional manpower services, if required on the same terms and conditions.

59. The bidder will be bound by the details furnished by him/ her to CUG while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
60. The CUG reserves right to terminate the contract during initial period also after giving a one month's notice to the selected Manpower Service Provider.
61. The manpower so deployed shall have to strictly adhere to punctuality with regard to office timings. Late arrivals, early departures and short leaves shall not be permitted in any manner. In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, proportionate deduction of wages/ salary for one day will be made.
62. The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the CUG, so that optimal services of the persons deployed by the agency could be availed without any disruption.
63. Security Considerations: The persons deployed by the Manpower Service Provider should not have any adverse back ground. The agency shall verify the Police antecedents of the persons

whom they are recommending. Any person deployed by the service provider shall not indulge in criminal act or should have criminal cases against him/her. The agency should make adequate enquiries about the character of such persons or later it is found otherwise, the services of the agency can be dispensed with.

64. The copies of appointment letter issued to the personnel deployed by the agency in the Authority shall be provided to the Authority for verification.
65. The Service Provider will provide to the Authority a list of all personnel so deployed with permanent and present address along with their latest photographs.
66. The Manpower Service Provider shall provide a substitute in the event of any person remaining absent for more than two consecutive days for any reason. In case of delay by the Manpower Service Provider in providing a substitute after expiry of two days absence CUG shall be compensated @ Rs.150/- (Rs. One Hundred and Fifty) only per day starting from the day from which the person has been absent, besides deduction in payment on pro-rata basis and which shall be deducted from the monthly bills of the service provider in the subsequent month. CUG shall not be required to prove any actual loss sustained by it for seeking such compensation
67. The manpower service provider shall provide substitute well in advance if there is any probability of the staff deployed leaving the job of the agency due to his / her own personal reasons. The payment in respect of overlapping period of the substitute shall be the responsibility of the service provider.
68. It shall be responsibility of the Service Provider to issue the employment card/photo/identity card to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Service Provider has to ensure that all its employees deployed in CUG invariably wear ID card during office hours.
69. The Service Provider shall provide pay slip duly indicating details of pay of all concerned deduction thereon should be given to each employee while disbursement of pay.
70. The Service Provider shall replace within twenty four hours confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving written notice from Authority. Notwithstanding above, the Authority has the right to ask to change/replace the personnel at any point of time without assigning any reason.
71. CUG shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Service Provider.
72. The Service Provider shall be responsible for any damages done to the property of the Authority by the personnel so deployed. CUG will be free to recover it from the security deposit given by the Service Provider or from any other dues.
73. The Service Provider's personnel working in efficient while handling the assigned work and their actions should promote good will and enhance the image of the Authority. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
74. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
75. The Man Power Service Provider should make suitable arrangement for supervision (through deployment of regular supervisory staff) of the manpower supplied and other related works at their own cost.
76. The Manpower Service Provider shall be responsible for making payment directly to the deployed manpower by 5th of each month.

77. The entire financial liability in respect of manpower services deployed in CUG shall be that of the service provider and CUG will in no way be liable for the same.
78. For all intents and purposes, the service provider s different Labour Legislations in respect of manpower so employed and deployed in this CUG. The persons deployed by the service provider in the CUG shall be the employees of agency at all times and not have any stake or claims like employer and employee relationship against CUG or claim any employment in CUG.
79. The service provider shall at all times guarantee payment of wages not less than that prescribed under the Minimum Wages Act or any notifications passed thereunder and comply with the applicable labour laws in force and give an undertaking to that effect. It shall be the responsibility of the agency to ensure all labour law compliances with respect to the manpower deployed by it and shall keep CUG indemnified against all claims, if any, arising from such manpower deployed by it or by any third parties or any authorities etc, arising out of the contract awarded in respect of the present tender.
80. The service provider shall be solely responsible for the redressal of grievances if any of its staff deployed in CUG. The CUG shall, in no way, be responsible for settlement of such issues whatsoever.
81. The CUG shall not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
82. The staff deployed by the service provider shall not claim nor shall been titled to pay, perks and other facilities admissible to regular / confirmed employees of the CUG during the currency or after expiry of the contract.
83. In case of termination of this contract on its expiry or otherwise, the staff deployed by the service provider shall not be entitled to and will have no claim for any employment in the regular / or any other capacity in CUG.

LEGAL:

84. The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for action in accordance with law.
85. The service provider will be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour and any other applicable law in respect of the persons deployed by them in CUG. The CUG shall have no liability in this regard. Payment of the bill will be made only after successful submission of statutory payment receipts.
86. The service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to CUG to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
87. The service provider shall maintain all statutory registers under the Law and submit periodical returns and statements. The Service Provider shall produce the same, on demand, to the concerned authorities and to CUG or any other authority under Law.
88. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by CUG.

89. In case, the service provider fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the CUG is put to any loss / obligation, monetary or otherwise, the CUG will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms. Notwithstanding the above, CUG shall be entitled to seek such remedial action as may be warranted.
90. The Service provider shall submit proof of deposit of PF/ESI and of other statutory dues, payable by it in respect of its staff, deployed in CUG, which shall be a condition precedent for payment of its bills.

FINANCIAL

91. The Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees one lakh Only) in the form of Demand Draft / Pay Order drawn in favour of CUG, Gandhinagar failing which the tender shall be rejected summarily. The EMD amount will be refunded, without interest, to the unsuccessful bidders.
92. The Earnest Money Deposit in respect of the agencies which do not satisfy the conditions mentioned in the tender shall be returned to them without any interest. However, the EMD in respect of the successful bidder shall be adjusted towards the Performance Security Deposit. Further, if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
93. In case of breach of any terms and conditions as specified in the contract and signed between the parties, the Performance Security Deposit of the Man Power Service Providers will be liable to be forfeited by the CUG besides, annulment of the contract and other legal remedies if any may be pursued against by the agency.
94. The Man Power Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by in respect of the persons deployed and submit the same to CUG by 3rd of the succeeding month and make the payment through NEFT/Bank Transfer only, latest by 5th the succeeding month.
95. The Manpower Service Provider will be responsible for making the payment directly to the supplied manpower; since there may be delay in releasing payment by CUG to the Manpower Service Provider due to contingencies, payment of wages to the supplied manpower by service provider should not be linked with receiving of payment from CUG.
96. The successful bidder who is awarded the contract by CUG will retain all the documentary proof/papers deposited to the respective statutory bodies/Government departments, i.e., Employees State Insurance, Provident Fund and Service Tax. All such documents/papers will be necessarily submitted within seven days by the Man Power Service Provider as and when they are requisitioned by CUG, failing which compensation of Rs.100/- per day shall be deducted from the monthly bill of the service provider.
97. The CUG reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.
98. Any delay or forbearance on the part of CUG or any waiver of its rights or condonation of any acts, on the part of CUG shall not be construed as a waiver of the obligations of the agency and it shall continue to be liable for all such acts or defaults.

CRITERIA FOR EVALUATION OF BIDS:

99. The evaluation of the price bid will be considered of only those bidders who meet the eligibility criteria as mentioned in the Section II of tender document and provide documentary proof of the same.
100. CUG may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time, may entail cancellation of the bid of such bidder.
101. Bids are evaluated on the basis of lowest cost.
102. **The rates quoted by the tendering service provider should be inclusive of all Statutory/taxation liabilities in force at the time of entering in to contract. Quoted service charge should be sufficient to meet out all the statutory deduction. The firm should not quote less than 1% for income tax in case of individual and 2% in case of firms/Company. If a firm quotes service charges less than 1% or 2% TDS, the bid shall be treated as unresponsive and not be considered.**

All documents submitted should be serially numbered and index to be submitted as per Technical Bid, Annexure – I.

Registrar CUG Gandhinagar

Other Instructions:

A. Technical Bids:

The technical bids are to be submitted in a separate sealed cover super scribing “Technical bids for hiring manpower at CUG Gandhinagar”. The envelope must contain the following:

- i. Required format (Annexure-I). All the documents enclosed should be arranged and submitted in the same serial order as they appear on the Technical bid.
- ii. EMD/Bid security of Rs. 1,00,000/- (Rupees One Lakh only) in the form of demand draft favoring the Finance Officer CUG Gandhinagar payable at Gandhinagar.

B. Financial Bids:

The financial bid is to be submitted in a separate sealed cover super scribing “Financial bid for hiring of manpower at CUG Gandhinagar”.

- i. The rates are to be quoted in the prescribed format of financial bid (Annexure-II)
- ii. Overwriting or erasing in the bid document shall render the same invalid.
- iii. The financial bid shall be valid for a period of not less 120 days after the deadline for submission of bids.

C. Submission and Evaluation of Bids:

- i. The technical bids and financial bids are to be submitted in **separate sealed covers**. Both these covers may then be put inside a bigger sealed cover super scribing **“Bid for hiring of manpower”** and submitted to **“The Registrar, Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar-382030 Gujarat”** through registered post/speed post/in person.
- ii. All the pages submitted in the bids along with the attached documents should be signed by the appropriate authority from the bidder side along with the seal of the contractor/firm.
- iii. **The last date for submission of bids in the CUG Gandhinagar is 09/05/2022 to 3:00 pm. The technical bids shall be opened on 10/05/2022 at 03:00 pm. in Sector-29 campus, CUG, Gandhinagar** in the presence of representatives of the firms who may also be present if they so wish at the time of opening of bids.
- iv. The technical bids would be evaluated by a Committee. The bids which do not contain the information as desired or are not supported by necessary documents including bid security/tender amount will be treated as non-responsive and will not be evaluated. Those bids only will be evaluated which are determined to be substantially responsive and meet the requirements set forth by the University.
- v. Those bidders only whose technically responsive bids as recommended by the Committee would be intimated about the date and time for opening of financial bids. The financial bids of the technically responsive bids only would then be opened on the decided date and time in the presence of representatives of the firms who may also be present if they wish at the time of opening of financial bids.

D. Quality & Size of manpower:

**QUALIFICATION AND EXPERIENCE PRESCRIBED FOR VARIOUS SERVICES /
MANPOWER**

Part-I

Un-skilled, Semi-skilled and Skilled – Qualifications and Experience will be as prescribed by the Central University of Gujarat at the time of submitting the requisition.

Part-II

Highly skilled/Technical/Professional/Supervisory – Qualifications and Experience will be as prescribed by the Central University of Gujarat at the time of submitting the requisition.

Note: Tentative requirement of manpower:

Approximately 105 in combination of above categories depending on the requirement of the University from time.

The above requirement is only tentative and may vary depending upon the volume of work, functional requirements etc. Any additional requirement/variation of manpower including qualifications shall be communicated to the Agency at the sole discretion of CUG Gandhinagar which will be final and binding as and when the need arises during the period of contract.

E. Submission of bills

The Agency will make payment to the out sourced contractual staff on a monthly basis by the 5th of each month in the individual bank accounts of the outsourcing staff and need to provide a proof of the same by 10th of the month. The Agency will submit the invoice/claim to the CUG Gandhinagar on a monthly basis duly supported by proof of disbursement of payment to the out sourced contractual staff, in triplicate for payment. The payment to the Agency shall be released within 15 days from the date of receipt of invoice provided the claim of the Agency is found to be in order from all angles. The Tax-deducted at source and such other taxes /levies as are required by law to be deducted shall be deducted from the charges payable to the Agency. The Agency shall furnish details of disbursement made to the out sourced contractual staff indicating the amount of remuneration received from the CUG Gandhinagar against each individual, amount deducted on account of statutory deductions such as ESI/EPF etc., as employee's share and net amount paid to each individual duly supported by details of payments made to the contractual staff before presenting claim for the next month. The proof of payment of statutory obligations such as ESI, EPF etc. and any other applicable taxes must be furnished by the Agency indicating the names of the employees and the amount deposited in respect of each, failing which subsequent payment to the Agency shall be withheld.

TECHNICAL BID

S.No.	Description	Information
1.	Name of Tendering Manpower Service Provider	
2.	Date of Incorporation of Company, (Attach ROC Registration certificate, Partnership Deed or any other relevant legal document);	
3.	Details of Earnest money Deposit	DD No..... dateof Rs...../- drawn on Bank
4.	Name of Director/ Partner	1. 2. 3.
5.	Full Address of Registered Office: Telephone No.: Fax No. Email Address:	
6.	Full address of Operating Branch/Office in Gandhinagar/ Ahmedabad : Telephone No. : FAX No. : E-Mail Address :	
7.	Banker of the Manpower Service Provider(Attach certified copy of statement of A/c for the last Three years)	
8.	PAN No. : (Attach attested copy)	
9.	The firm should be registered with the appropriate registration authority and should be in existence for not less than three years before 31/03/2020.	
10.	Bank Account Details.	
11.	GST Registration No (in respect of Manpower Services) (Attach attested copy)	
12.	Affidavit stating that the service provider is/has not been block listed by Central Government Department/ State Government Department/ Statutory bodies /Autonomous bodies/PSUS/Private	

	Sector at any point of time.	
13.	Employee Provident Fund Registration No (Attach attested copy)	
14.	Employee State Insurance Registration No.: (Attach attested copy)	

Income/Revenue from Recruitment (Man Power Services) of the tendering Manpower Service Provider for the last Three Financial Years duly certified by a Chartered Accountant:(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2018-19		
2019-20		
2020-21		

Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format (if the space provided is insufficient, a separate sheet may be attached):

Sr.No.	Name of the Client, Address, Telephone No	Manpower Service Provider		Amount of Contract (Rs. Lacs)	Duration of Contract	
		Type of manpower provider	No.		From	To

Submit self-attested Experience Certificate from at least three clients, to whom services have been provided by tendering Man power service provider in the past.

All documents submitted should be serially numbered and index to be submitted as per Technical Bid, Annexure – I.

Additional information, if any,
(Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal:

PRICE BID

To
The Registrar
Central University of Gujarat
Near Jalaram Mandir,
Sector-29, Gandhinagar,
Gujarat – 382030.

Sub: Submission of Tenders for supply of Unskilled/Semi-Skilled/Skilled manpower (Part-I) and Highly Skilled/Technician and Professional/Supervisory manpower (Part-II).

Sir,

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender for Selection of Man-Power Service Provider.

To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender or any such adjustments as may subsequently be mutually agreed between us and CUG or its appointed representatives.

If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a scheduled commercial bank in India as acceptable to CUG.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the contract to be signed with CUG for provision of Manpower services.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the CUG is true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead CUG as to any material fact."

It is hereby confirmed that I/we are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We hereby submit the quotation for various categories of manpower required by CUG Gandhinagar as under:

Part-I
Providing of Unskilled/Semi-Skilled/Skilled manpower

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No	Type of Manpower	Minimum Wages	EPF	ESI (if applicable)	Bonus	Workmen's Compensation	Leave	TDS (in %)	Service Charge (in %)	(9+10) Total (in %)	Remarks
1	Un-Skilled	As per Act.	As per Act.	As per Act.	As per Act.	As per Act.	As per Act.				
2	Semi-Skilled	As per Act.	As per Act.	As per Act.	As per Act.	As per Act.	As per Act.				
3	Skilled	As per Act.	As per Act.	As per Act.	As per Act.	As per Act.	As per Act.				

Part-II:
Providing of Highly Skilled/Technical and Professional/Supervisory manpower

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No	Type of Manpower	Remuneration	EPF	ESI (if applicable)	Bonus	Workmen's Compensation	Leave	TDS (in %)	Service Charge (in %)	(9+10) Total (in %)	Remarks
1	Highly Skilled/ Technician	To be decided by CUG	As per Act.	As per Act.	As per Act.	As per Act.	As per Act.				
2	Professional/ Supervisory	To be decided by CUG	As per Act.	As per Act.	As per Act.	As per Act.	As per Act.				

Note:

- L1 will be decided based on service charge and other Terms & Conditions of the Tender.
- GST to be paid extra as applicable.
- Wages for Part-I category will be as per Government of India Act.
- Remuneration for Part-II category will be decided by the authorities of CUG based on the nature of work and professional requirement of the CUG.
- The tenderer should quote GST and Service Charge for Part-I and Part-II separately for manpower supply in financial bid.
- The rate will be revised solely based on the revision of minimum wages as notified by GOI from time to time.
- Rate in Column No.3 basic Minimum Wage + VDA as notified by GOI (Central Government) from time to time. Minimum wage
- Column No. 4, 5 & 7 as per Rule / Act.
- Column No. 6 as per GOI Rule.
- Payment to the manpower Service Provider will be made as per actual deployment based on requirement / working days of the University.
- 10. The rates quoted by the tendering service provider should be inclusive of all Statutory/taxation liabilities in force at the time of entering in to contract. Quoted service charge should be sufficient to meet out all the statutory deduction. If a firm quotes service charges less than TDS, the bid shall be treated as unresponsive and not be considered.**

Seal and Sign of Tenderer

SELF-DECLARATION –NO BLACKLISTING

Date:

To
The Registrar
Central University of Gujarat
Near Jalaram Mandir,
Sector-29, Gandhinagar,
Gujarat – 382030.

Dear Sir/Madam,

Ref: Tender for Selection of Man Power Service Provider for CUG

In response to the Tender Document for Selection of Manpower Service Provider for 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_____

(To be printed on Supplier's letterhead)

INTEGRITY PACT

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 for **Engagement of agency for providing Man-power** 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

- a) 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.
 - b) 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
 - c) All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings

related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS:

3. The BIDDER commits 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:

- a) 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.
- b) 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.
- c) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- d) BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- e) 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.
- f) 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.
- g) 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.
- h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) 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.

- j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l) 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.
- m) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- a) 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.
- b) The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit

- a) 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.
- b) 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.
- c) No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- d) In case of successful BIDDER, EMD will be returned within 30 days from the date of submission of Performance Bank Guarantee.

6. SECURITY DEPOSIT /PERFORMANCE GUARANTEE:

- a) Performance Bank Guarantee is mandatory.
- b) 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.

- c) 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.
- d) 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.
- e) 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.
- f) 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.

7. Sanctions for Violations

- a) 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:
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance 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.
 - (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of 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.
 - (v) 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.
 - (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from 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.
 - (viii) 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.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) 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.

- b) The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (x) 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.
- c) 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.

8. Fall Clause

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.

9. Independent monitors

- a) 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).
- b) 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.
- c) The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.

10. 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.

11. Law and Place of Jurisdiction

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

12. 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.

13. Validity

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

14. The parties hereby sign this Integrity Pact.

BUYER

BIDDER

Registrar, Central University of Gujarat,
Gandhinagar

Signature with seal

Date & Place:

Date & Place:

Witness

Witness

1. _____

1. _____

(Indenter)

2. _____

2. _____

AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING

No.

Date

To,
The Registrar,
Central university of Gujarat
Sector-29, Gandhinagar - 382030

Subject: Tender No. _____ Due on _____.

Sir,

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

His/her attested signatures are as under:

Yours faithfully,

Signature & Seal of the Bidder