



ગુજરાત કેન્દ્રીય વિશ્વવિદ્યાલય
CENTRAL UNIVERSITY OF GUJARAT
GANDHINAGAR- 382 030

Name of work:

**Annual Contract for supply of potable 20 Liter
Packed Mineral Water Bottles in CUG Hostels.**

Tender No. CUG/09/2023-24

Dated: 26.12.2023

**Central University of Gujarat,
Near Jalaram Mandir,
Sector 29, Gandhinagar – 382030
Tel.: 079/23977410
Email: registrar@cug.ac.in / iwd@cug.ac.in**

Table of Content

1. Notice Inviting Tender	3
2. General Terms and Conditions.....	4
3. Minimum Eligibility Criteria.....	5
4. Earnest Money Deposit.....	5
5. Validity of Bids.....	5
6. Submission of Bids	6
7. Bid Opening Procedure	6
8. Financial Bid Opening Procedure.....	6
9. Performance Guarantee (PG)	7
10. Commencement of Services.....	7
11. Payments.....	7
12. Termination	7
13. Government Laws and Settlement of Dispute.....	8
14. Technical Bid.....	9
15. Financial Bid	10
16. Integrity Pact	11
17. Format for Performance Bank Guarantee.....	17
18. Self-Declaration – No Blacklisting	19

गुजरात केन्द्रीय विश्वविद्यालय
CENTRAL UNIVERSITY OF GUJARAT
GANDHINAGAR- 382 030

Name of Work: Annual Contract for supply of potable 20 Liter Packed Mineral Water Bottles in CUG Hostels.

1. Notice Inviting Tender

Central University of Gujarat, Gandhinagar invites online Item Rate tender under Two Bid System i.e., Technical Bid and Financial Bid from reputed/registered, experienced Companies/Firms/Agencies dealing in Annual Contract for supply of potable 20 Liter Packed Mineral Water Bottles in the Hostels of Central University of Gujarat. The period of the Annual Contract for supply of potable 20 Liter Packed Mineral Water Bottles will be valid for a period of one year from the date of award of the contract.

Details of tender are as follows:

Tender No.	CUG/09/2023-24
Tender Processing Fee (Non-refundable)	Rs.1,000/-
Earnest Money	Rs. 12,000/-
Duration of Contract	1 (One) Year
Critical Dates:	
Publish Date	26.12.2023
Bid submission start date	26.12.2023 (3:00 pm)
Bid submission end date	09.01.2024 (3:00 pm)
Pre-Bid Meeting date	02.01.2024 (3:00 pm)
Bid opening date	09.01.2024 (4:00 pm)
Address and Venue for the submission of Tender document	Administrative Block, Sec-29 Campus, CUG, Gandhinagar.

Complete Tender Document can be downloaded from the website of the Central University of Gujarat, Gandhinagar. (<http://cug.ac.in>).

2. General Terms and Conditions

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 'Agency and/ or Bidder or interchangeably'.
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.
3. 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.
4. The contract shall be awarded to the selected bidder(s) for the supply of potable 20 Liter Packed Mineral Water Bottles for 1 (One) year from the date of the award of the contract. However, the contract may be extended for a further period of 1 (One) year, if mutually agreed by both the parties for the same rates.
5. Rates quoted by the bidders shall be inclusive of all Taxes, GST and nothing extra shall be payable. Recoveries as per the government norms shall be made while making payment.
6. 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.
7. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof.
8. The agency may visit and inspect their location and its condition on a mutually agreed date and time before quoting rates. Nothing shall be paid extra for this work. The location of Hostels in Gandhinagar is as follows:
 - i. Infocity
 - ii. National Institute of Cooperative Management (NICM)
 - iii. Pethapur
 - iv. Sector 30
 - v. Sector 20
 - vi. Sector 24 – Intimated if required.
 - vii. Sector 29 and Sector 30 campus – Intimated if required.The above location may be altered at any time and the agency shall abide to deliver water bottles in the locations on respective floor as per the requirement of the university.
9. The estimated approx. monthly requirement could be around 1500-2500 water bottles of 20 liters.
10. Name of the proprietor, Residential and official Address and Telephone numbers of the firm to be given on the letterhead of the firm.
11. The period of the contract may be curtailed/ terminated earlier owing to deficiency in service or substandard quality of service by the selected Firm. Central University of Gujarat, however, reserves the right to terminate this initial contract at any time after giving one week notice to the selected Firm and the Performance Security shall be forfeited.
12. The agency shall not sub-contract or sub-let, transfer, or assign the contract or any other part thereof. In the event of the agency contravening this condition, the client

shall be entitled to place the contract elsewhere on the agency's risk and cost and the agency shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract. The firm/agency shall be solely responsible for any injury or accident to the mechanic/ person employed by them.

13. There shall be no compromise on the quality of the water that is to be supplied.
14. The water bottles shall be supplied on each of the floors of buildings at the cost of the contractor.
15. The agency shall see to it that there is no shortage in supply of drinking water in all the buildings.
16. The delivery of drinking water bottles shall not hinder the normal day-to-day functioning of hostels.
17. In case of any additional bottles required, the agency shall arrange for the same on request from this office.
18. The agency shall provide adequate manpower for supply at all the buildings.
19. The agency shall ensure that his employees, while on the premises carrying out their obligation under this agreement observe the standards of cleanliness, decorum, safety and general discipline laid down by the University.

3. Minimum Eligibility Criteria

The Bidders/ Agencies who fulfill the following requirements shall be eligible to apply.

1. Joint Ventures are not accepted.
2. The firm/tenderer should have been registered in Gandhinagar/Ahmedabad.
3. Agency should have experience of minimum one years for supply of packaged drinking water in Govt. Departments/Autonomous bodies or PSUs.
4. In proof of having fully adhered to minimum eligibility criteria, following documents shall be acceptable with the bid documents:
 - (i) Self-attested copy of registration certificate of agency in Ahmedabad/Gandhinagar.
 - (ii) Self-attested copy of PAN Card/TIN number.
 - (iii) Self-attested copy of GST Registration Certificate.
 - (iv) Self-certification to the effect that the firm has not been banned/blacklisted by any Ministry/Government Department/Universities in the past.
 - (v) Experience certificate as per para 3.

4. Earnest Money Deposit

1. Applicant must deposit earnest money of **Rs. 12,000/- (Rs. Twelve Thousand only)** in the form of demand draft/fixed deposit receipt of a nationalized bank issued in favor of **Central University of Gujarat** along with tender document.

5. Validity of Bids

1. Bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of bids.
2. In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
3. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

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

6. Submission of Bids

1. The Bidding Firms must submit the tenders in two bid system i.e., Technical Bid and Financial Bid in the prescribed proforma.
2. The interested agencies are advised to submit two separate sealed envelopes superscribing “**Annual Contract for supply of potable 20 Liter Packed Mineral Water Bottles in CUG Hostels.**” (Separately mentioning Technical Bid and Financial Bid on each envelope). Both sealed envelopes should be kept in a third sealed envelope superscribing “Annual Contract for supply of potable 20 Liter Packed Mineral Water Bottles in CUG Hostels” and dropped the same in the Tender Box kept at the Registrar Office, Central University of Gujarat, Sector 29, Gandhinagar.
3. The Bid shall be submitted not later than 03:00 pm of **09.01.2024** addressed to Central University of Gujarat, Sector 29, Gandhinagar. Bids must be submitted within the date and time stipulated in the Tender Document.
4. No Bid shall be accepted after the specified date and time.
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.

7. Bid Opening Procedure

1. The Technical Bids shall be opened on **09.01.2024** at 04:00 pm by the Tender Opening Committee in the presence of such bidders, who may wish to be present themselves personally or through their representatives.
2. The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for this purpose. The date, time, and venue of opening of the Financial Bids shall be intimated to the technically qualified bidders in due course.
3. The absence of bidder or their representative shall not impair the legality of the opening procedures.
4. After opening of the Technical Bids, the technical bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.
5. 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 the next working date, and time remaining unaltered.

8. Financial Bid Opening Procedure

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.
2. The absence of bidders or their representatives shall not impair the legality of the process.
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.

4. If there is a discrepancy between words and figures, the amount in words shall prevail.
5. The L1 may be decided based on the lowest rate quoted for the Annual Contract for supply of potable 20 Liter Packed Mineral Water Bottles.

9. Performance Guarantee (PG)

1. The successful bidder will have to deposit 5% Performance Security of Tender Value in the form of Fixed Deposit Receipt (FDR)/Performance Bank Guarantee of nationalized bank made in the name of the Company/Bidder/Agency but hypothecated to the Central University of Gujarat within fifteen days of the award of the Contract. The PG shall remain valid for a period of 15 (12+3) months from the date of commencement of the contract.
2. The PG 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.
3. The Performance Guarantee (PG) 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 agency for unsatisfactory performance.

10. Commencement of Services

1. The successful bidder will be required to start working immediately from the date of award of the Contract. The University shall, however, have the right to terminate the contract at any time.

11. Payments

1. For payment purposes, the bills should be submitted till 5th of every month along with test report for quality of water as per Indian Standards and user satisfactory report of supplied quantity of water bottles.
2. Rates quoted by the bidders shall be inclusive of all Taxes, GST, loading, unloading, etc. and nothing extra shall be payable. Recoveries as per the government norms shall be made while making payment.
3. All payments shall be made in Indian currency by means of Electronic Clearance Service (ECS).
4. The Tax Deduction at Source (TDS) 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.

12. Termination

1. In case of breach of any of terms and conditions of the contract by the selected bidder, 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.
2. The agency goes bankrupt and becomes insolvent.

3. The University reserves the right to withdraw/relax any of the terms and conditions of the tender document to overcome the problem encountered by the contracting parties.

13. Government Laws and Settlement of Dispute

1. Any claims, disputes and or differences (including a dispute regarding existence, the 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.
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.

14. Technical Bid

1	Name of the Bidder (in Block Letters) attach certificate of registration	
2	Name of proprietor/ Director of Company/Bidder/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 GST registration Certificate	
9	Details of EMD	
10	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	
11	Self-attested copies for experience in a similar field in the Govt. Ministry/ Department for the last one consecutive years	
12	Additional information, if any: (Attach separate sheet, if required)	

Seal & Sign of Bidder

15. Financial Bid

Name of Work: Annual Contract for supply of potable 20 Liter Packed Mineral Water Bottles in CUG Hostels.

Name of the Agency: _____

Sr. No	Description of Items	Qty.	Unit	Rate in Rs.
1	Annual Contract for supply of potable 20 Liter Packed Mineral Water Bottles	01	No.	
Rate in Words _____				

Note: The above quoted rates are inclusive of all Taxes.

Seal & Sign of Bidder

(To be printed on Supplier's letterhead)

16. 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 supply of potable 20 Liter Packed Mineral Water Bottles in CUG Hostels** 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:

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, favor 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.

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.

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:

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.

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.

BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.

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 bidder 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, bidder or company in respect of any such intercession, facilitation or recommendation.

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.

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.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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.

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:

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.

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

Security deposit /performance guarantee:

Performance Bank Guarantee is mandatory.

Successful tenderer/ bidder should submit performance guarantee 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 is to be furnished in the form of Bank Guarantee as per the tender document, for an amount covering 5% of the tender value.

The Performance Bank Guarantee should be established in favour of “**Central University of Gujarat**” through any Bank situated at Gandhinagar or outstation with a clause to be enforced

the same on their local branch at Gandhinagar.

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.

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.

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 the warranty period.

Sanctions for Violations:

Any breach of the aforesaid provisions by the BIDDER or anyone 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.

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.

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.

To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.

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.

To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the BIDDER, to recover the payments already made by the BUYER, along with interest.

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.

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.

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.

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.

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.

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 anyone 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.

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:

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:

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).

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.

The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

Both the parties accept that the Monitor has the right to access all the documents relating to the project/procurement, including minutes of the meetings.

As soon as the Monitor notices, or believes to notice, a violation of this pact, he will inform the Authority designated by the BUYER.

The BIDDER(s) accepts that the Monitor has the right to access without restriction 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 applicable to sub agencies. The Monitor shall be under contractual obligation to treat the information and documents of the

BIDDER/Subagency(s) with confidentiality.

The BUYER will provide the Monitor with 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 the Monitor the option to participate in such meetings.

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:

The validity of this Integrity Pact shall be from the 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.

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.

The parties hereby sign this Integrity Pact.

BUYER

BIDDER

The Registrar,
Central University of Gujarat
Date & Place:
Witness:

Signature with seal
Date & Place

Witness:

1. _____

1. _____

2. _____

2. _____

17. 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 supply of potable 20 Liter Packed Mineral Water Bottles in CUG Hostels** 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 “**Central University of Gujarat**” 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 Rupeesonly).
2. This Bank Guarantee shall be valid up to.....(date)

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if the 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. The bank is requested to take appropriate necessary action on or after expiry of bond period.

18. Self-Declaration – No Blacklisting

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

Dear Sir/Madam,

Ref: Annual Contract for supply of potable 20 Liter Packed Mineral Water Bottles in CUG Hostels.

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:

Date:

Signatures:

Name:

Seal of the Organization