

## **LIMITED TENDER ENQUIRY**

**TENDER NO. CUG/11/2016-17**

**DATE: 02.07.2016**

Dear Sirs,

**Sub.: Request for Tender for Immersion Cooler**

**Last date of submission: 27.07.2016 at 1.00 PM**

**Date of Opening: 27.07.2016 at 3.00 PM**

**Tender Fees: - Rs. 500/- (Five Hundred Only) & Bid Security: - Rs. 10,000/- (Ten Thousand Only)**

You are requested to submit the tender for the above item sealed in **two bid system (one is Techno-commercial Bid and second is Price Bid)** superscribing the cover with “**Tender for Immersion Cooler**” against Tender No. **CUG/11/2016-17** dated **02.07.2016**. **Date of opening 27.07.2016 at 3.00 PM**. The outer cover should bear only the addresses. Tender with complete details on the following should reach this office (as stated below) on or before **27.07.2016 at 1.00 PM**. **Tender as per attached Annexure I.**

You are requested to kindly go through the detailed instructions and terms & conditions mentioned below and overleaf and submit your most competitive offer on or before the last date and time of submission cited above.

### **INSTRUCTIONS**

1. Please mention the Tender no. & due date on the top of the envelope.
2. The bid proposals are to be sent in three separate sealed envelopes i.e (i) Technocommercial Bid, (ii) Financial/Price Bid, (iii) Tender Fee & Bid Security and put all the 3 above covers in an outer cover.
3. Please submit copy of your PAN with your offer.
4. The tender must be submitted in two bids. Tender should be dropped in the tender box kept in the office of the Registrar, Central University of Gujarat, Gandhinagar. No Tender is to be handed over to our staff personally. All tenders should be sent to the following address:  
**The Registrar, Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar-382030.**
5. Tenders must be sent sufficiently in advance so that it reaches us on or before the due date and time. Tender received after the due date & time will not be considered.
6. Tender document(s) and all enclosures must contain the signature of the competent authority of the firm.
7. The firm quoting for above mentioned items should be the authorized dealer of the manufacturer. Copy of authorization certificate should be enclosed with the quotation. Offers submitted without proper authorization shall be rejected summarily.

8. The Bank/RTGS detail must be submitted along with the Tenders on the letter head. A Scan copy of the cancelled cheque can also be attached for verification of IFSC code (if required).
9. The price bids of those firms will only be opened who are found to be technically qualified after evaluation. The bids submitted without tender fees and/or EMD will be summarily rejected and no further communications in this regards will be entertained. The Institute reserves the right to cancel/reject any or all bids without assigning any reason thereof.

#### **A. Terms & Conditions: Indigenous Bids**

**The offer must comprise of the following failing which it will be treated as non-responsive. Hence the offer will be rejected:**

1. The basic price must not be higher than price of the principal, if any additional accessories required, as per enquiry, it must be quoted separately. Price list in case of proprietary items must be submitted.
2. **Tender fees (compulsory & non-refundable) Rs. 500/- (Five Hundred Only) and Bid Security (refundable) Rs. 10,000/- (Ten Thousand Only) to be submitted in the form of Demand Draft (DD) or Fixed Deposit receipt (FDR) from any Nationalized/ Scheduled Commercial Bank drawn in favour of “Central University of Gujarat, Gandhinagar” payable at Gandhinagar and it should be valid for a period of 45 days beyond the bid validity period. Bids received without Bid Security, tender fees, Bank mandate form and other essential documents will be rejected. BID SECURITY SHOULD BE ENCLOSED WITH THE QUOTATION.**
3. **Forfeiture of Bid Security:** Bid Security will be forfeited, if the bidder withdraws or amends or modifies or impairs or derogates from the tender in any respect within the period of validity of its tender. Further if the successful bidder fails to furnish the required performance security within the specified period, Bid Security will be forfeited.
4. **NSIC/SSI/SME Units are exempted for submitting Bid Security as per Govt. of India order. Such firms are requested to submit the cost of tender which shall not be considered for exemption and NSIC/SSI/SME firms are required to submit the certificate of registration in support to their claims.**
5. **Performance Bank Guarantee: The firm has to submit a performance bank guarantee of 10% of the total order value valid for 2 months beyond the warranty period.**
6. **Conditional tenders will not be accepted.**
7. **Late and delayed tender:** Late and delayed tender will not be considered. If, in any case, unscheduled holiday occurs on prescribed closing/opening date, the next working day shall be the prescribed date of closing/opening. It will be the sole responsibility of the firm that tender should reach on or before the due date and time.
8. **Pre-installation Requirement:** The bidder should mention pre-installation requirements for the equipment like ambient temperature, humidity, whether specification, power specifications, etc., when items are provided full performance satisfactions, should be demonstrated.

9. **Entry tax:** Entry tax, if applicable will be borne by the institute subject to submission of actual bill.
10. The %age of taxes must be either inclusive/extra in exact figure (should not be as applicable) against Concessional Sales Tax Certificate not against 'C/D' form along with CST, JST/VAT/TIN No.(s). The University is not authorised to issue form 'C/D'.
11. Authorization Dealer Certificate of Principal.
12. The exact days of delivery period, installation & commissioning schedule.
13. The exact figure of %age of discount offered.
14. The quoted price (final offer) must be F.O.R. i.e. Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar including Packing & Forwarding, Freight, and Insurance etc. with detail break-up.
15. Packing, Forwarding, Transporting, Postage/Courier, Octroi, Freight, Insurance, any Certificate(s), Extra Warranty, Installation, Commissioning any, any levy, any other charge(s) must be mentioned clearly.
16. The tenders must be neatly typed or computer printed. **Hand written offer will be rejected.** Tenders must carry the numbers of sales tax / VAT / TIN invariably on the top.
17. **Specification and Make:** Tender should be given for the exact specification and make as shown in the tender against Sl. No. of the item., if in the view of the supplier there is any other alternative item which can serve out purpose, tenders may also be given for the same separately client list along with the order copy of similar equipment supplied to any University/IITs / any Govt. Organization including detail of price & all charges must be attached.  
In the case of items quoted having specifications different than those mentioned in the enclosed Tender format, kindly submit the information and the prices in the same format but on additional Sheet.
18. **Taxes:** As per Govt. Notification No. 10/97-CE dt. 01.03.97, Central University of Gujarat, Gandhinagar is exempted from payment of Excise duty. We shall provide all the documents under this notification to enable you to clear the goods without payment of Excise duty, wherever required. Please state clearly that this Certificate is required.
19. **Delivery:** Locally made items should be supplied on the basis of free delivery at CUG, Gandhinagar, **Address of Central University of Gujarat, Sector-30, Gandhinagar.** Items manufactured outside Gandhinagar should be supplied on the basis of door delivery on working days.
20. The date of delivery should be strictly adhered to failing which either the purchase order is liable to be cancelled or penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed & dispatched at the risk of supplier and packing costs quoting this order reference should be kept in all package. Local firms are requested to deliver the goods in our stores before 3.00 PM on any working day.
21. **Validity Period:** The validity period of the offer should be clearly specified. It should be at least for **180 days** from the last date of submission of tenders.
22. **Rate Contract:** If any of the Stores mentioned are already under DGS & D rate contract, you are requested to give us the advantage of the contract rates as ours is an Educational & Research Institute sponsored by the Government of India.

23. **Payment:** Full payment within 30 days from the date of receipt of the material, tested/inspected/commissioned and found satisfactory with regard to quality, quantity and specifications ordered against 10% PBG.
24. **Guarantee/ Warranty:** The equipment should be guaranteed against any manufacturing defect for a period of at least **36 months** or more from the date of successful installation. In case any part or whole of the equipment is found to be defective during the guarantee period, then the same will have to be replaced/repaired free of cost at our premises.
25. **Liquidated Damages:** As time is the essence of this order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of the Vice Chancellor, CUG, Gandhinagar. In case of delay in installation the same rate of penalty shall be leviable. In case of cancellation of order no compensation will be paid towards progress of order/procurement.
26. All communications are to be addressed to the undersigned only. Any kind of canvassing, visit to the University Premises for enquiry of the status of the tender without prior permission may lead to rejection of the bid.
27. CUG, Gandhinagar reserves the right to accept or reject or cancel any or all enquiries or tenders at any stage without assigning any reason thereof.
28. Any corrigendum/addendum will be published in the Central University of Gujarat, Gandhinagar website only.
29. For any dispute, the place of jurisdiction shall be Gandhinagar, India only.

### **B. Additional Terms & Conditions: Import Bids**

**Following terms besides the above mentioned terms will be applicable in case of foreign purchases:**

1. **Rates:** Quoted rates should be separately in FCA/FOB/CIF/CIP terms and charges to be stated in the following break- up:
  - Ex-works value
  - Forwarding or Packing Charges if any
  - Total FOB/FCA value.
  - For CIP
    - (i) Insurance.
    - (ii) Freight
    - (iii) Total CIP price up to Ahmedabad Airport.
2. **Payment:** Payment will be made through Letter of Credit/ wire transfer subject to submission of 10% performance bank guarantee (the bank guarantee should be executed by a bank of international repute duly confirmed by State Bank of India or a bank Guarantee executed by State Bank of India or any nationalized bank of India in addition to the points mentioned above at **clause no. 5**). L.C will be opened for 100 % amount after receipt of order acknowledgement and performance bank guarantee but 90% payment will be released on receipt of the documents without any discrepancies and balance 10% payment will be paid after completion of satisfactory installation and commissioning. In case of wire transfer 90% payment will be released on receipt of the materials subject to receiving of original

documents at our end and balance 10% payment will be paid after completion of satisfactory installation and commissioning. **Please mention your bank detail at the time of order acknowledgement as attached Annexure - III.**

- 3. Customs Duty:** The University is **exempted** from payment of Customs Duty vide GOI Notification No.51/96-Customs, dated 23.07.96, with Regn. No. TU/V/RG-CDE(1123)/2013, dated 03.10.2013. [CUSTOMS DUTY EXEMPTION CERTIFICATE WILL BE MADE AVAILABLE BY THE UNIVERSITY WHERE EVER APPLICABLE AND REQUESTED IN THE BID.
- 4. No Agency Commission will be paid by the University.**
- 5. Imported Items:** Tenders for imported items on forward delivery basis against our Import License should be on the basis of F.O.B/ CIP International airport of the country of origin.
- 6. While submitting the necessary documents, the Certificate of Origin must be obtained from Chamber of Commerce.**
- 7. Insurance:** Insurance coverage will be done by us or insurance agency authorized by the University after receipt of signed invoice mentioning this purchase order number and date, if the purchase is on FOB/FCA.
- 8. Bank Charges:**
  - a) Bank charges inside India will be borne by CUG, Gandhinagar account and outside India by the beneficiary account.
  - b) L.C. amendment charges due to mistake on the part of the supplier, if any, will have to be borne by the supplier.

Yours faithfully,

**(S.L. Hiremath)**

**Registrar**

**Email:** registrar@cug.ac.in

**Ph.:** 079-23977407

Quantity:- One

**Technical Specification for Immersion Cooler**

General Specification	Working temperature range -90 oC to +30 °C Digital Temperature control Temperature control monitoring by sensor Temperature stability $\pm 1$ °C Refrigerant: R404A / R23 Ambient temperature 5 oC to 35 °C Cooler probe: flexible tube length 65 cm, dia 1.5 cm Thermos pot for maintaining the temperature Supply voltage: 230V AC, 50 Hz. Single phase.
-----------------------	--

**FORMAT FOR EARNEST MONEY DEPOSIT / BID SECURITY**

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

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

**LETTER OF GUARANTEE**

To,  
Registrar,  
Central University of Gujarat,  
Near Jalaram Mandir, Sector-29,  
Gandhinagar – 382 030

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

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

We, .....(Bank name) having its Registered Office at .....guarantee and undertake to pay immediately on first demand by ..... the amount of Rs..... (Rupees.....) without any reservation, protest, demur and recourse. Any such demand made by the University shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

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

**Notwithstanding anything contained herein:**

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

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

**Yours truly,**

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

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



**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.)

To,  
Registrar,  
Central University of Gujarat  
Near Jalaram Mandir, Sector-29,  
Gandhinagar – 382 030.

***LETTER OF GUARANTEE***

WHEREAS Central University of Gujarat, Gandhinagar (Buyer) have invited Tenders vide Tender No..... Dt. .... for purchase of Immersion Cooler AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment/machinery etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **“Registrar, Central University of Gujarat, Gandhinagar”** in the form of Bank Guarantee for Rs ..... and valid till ..... [90 (ninety) days beyond the date of completion of the installation, commissioning and all other contractual obligations of the supplier including the free warranty period, may be submitted within 30 (Thirty) days from the date of acceptance as a successful bidder.]

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

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

We, ..... (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Central University of Gujarat, Gandhinagar (Buyer).

**Notwithstanding anything contained herein:**

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

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

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

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

**MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER**

Date: / /

The Registrar  
Central University of Gujarat  
Near Jalaram Mandir, Sector-29,  
Gandhinagar – 382 030.

Sub: Authorization for release of payment / dues from Central University of Gujarat,  
Gandhinagar through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/Firm/Company/Institute:

2. Address of the Party:

City \_\_\_\_\_ Pin

Code \_\_\_\_\_

E-Mail ID \_\_\_\_\_ Mob No: \_\_\_\_\_

Permanent Account Number \_\_\_\_\_

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
IFS Code: (11 digit alphanumeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			

**DECLARATION**

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold the Registrar, Central University of Gujarat, Gandhinagar responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

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

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

**Signature & Seal of the Authorized Signatory of the Party**

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

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

**Signature of the Authorized Official from the Bank**

***N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.***

**MANUFACTURERS' AUTHORIZATION FORM**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation For Bids]*

To: *[insert complete name and address of Purchaser]*

**WHEREAS**

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 07 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**PRICE BID**

For Indigenous suppliers

Reference/Tender No.:-

Due Date:-

Sl. No	Description of item & specification	Qty. In Units	Unit Price	Discount %	Excise/Custom Duty %	CST/VAT	Octroi %	Other charges if any please specify details	Total Price (in both figure & words)
<b>Grand Total</b>									

1. Delivery Mode: Delivery at University, at site only.  
Total price bid in the above column should be inclusive of all taxes and levies transport, loading, unloading etc.
2. Delivery Period: .....days
3. Validity of the bid: 180 Days from the last date of receipt of the tender prescribed in the tender document.
4. Warranty: 3 years warranty.
5. Terms of payment: Payment within 30 days from the date submission of bill Acceptance Certificate to concerned department/section/S&P section.

Signature: .....

Name: .....

Business Address: .....

.....

Affix Rubber Stamp:

.....

Place:

Date:

**Note: Price Bid should be submitted in given format only. For additional information/extra items above format may be typed and used.**

**PRICE BID**  
For Imported suppliers

Reference/Tender No.:-

Due Date:-

Sl. No.	Short Description of items & Specification	Qty. In Units	Price Basis FOB/FCA	Shipping Charges	CIF/CIP Value	Total Bid Price (in both figure & words)
Grand Total						

1. Delivery Period:.....days
2. Warranty: 3 years warranty
3. Terms of payment:
  - a) 100% payment by letter of Credit 90% payment will be released on receipt of the documents without any discrepancies and balance 10% will be paid after satisfactory installation and commissioning.
  - b) Sight at draft. (on request)
  - c) Payment by wire transfer (on request) within 30 days from the date of supply and installation of item.
4. Validity of the bid 180 days from the date of submission of quotation/tender.
5. Mode of Shipment: .....
6. Bidders must quote both Ex-works, FCA/ FOB & CIF/CIP value separately. Offer shall be placed on FCA/ FOB only.

Signature: .....

Name: .....

Business Address: .....

.....

Affix Rubber Stamp:

.....

Place:

Date:

**PREVIOUS SUPPLY ORDERS FORMAT**

Name of the Firm:

<b>Order placed by</b> <i>[Full address of Purchaser]</i>	<b>Order No. and Date</b>	<b>Description and quantity of ordered equipment</b>	<b>Value of order</b>	<b>Date of completion of delivery as per contract</b>	<b>Date of actual completion of delivery</b>	<b>Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order &amp; those quoted to us.</b>	<b>Has the equipment been installed satisfactorily?</b> <i>[Attach a certificate from the Purchaser/ Consigner]</i>	<b>Contact person along with telephone No. Fax No. E mail address</b>

Signature and Seal of the Manufacturer/ bidder .....

Place:

Date:

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

**PRE CONTRACT INTEGRITY PACT**

**General**

The pre-bid pre-contract (hereafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2016, between, on one hand, Central University of Gujarat (hereafter called the "BUYER",) of the first part and M/S \_\_\_\_\_, represented by Shri \_\_\_\_\_ (hereafter called "Bidder/ Supplier/ Seller") of the second part.

WHEREAS the BUYER proposes to procure \_\_\_\_\_ (name of the stores /equipment/ item) 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 BUYER is a Central University of Gujarat

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired equipments/stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

**Commitments of the Buyer**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
  - 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other BIDDERS.
  - 1.3 All the officials of the BUYER will report to the appropriate University officer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the BUYER with full and verifiable facts and the same is *prima facie* found to



be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

### Commitments of Bidders

3. The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 3.2 The BIDDER further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the University for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Central University of Gujarat.
- 3.3 BIDDERS shall disclose the name and address of the agents and representatives and Indian BIDDER(s) shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the equipment to be purchased and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

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

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

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

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (as specified in the tender) as Earnest Money with the BUYER through any of the following instruments:-
- (i) Bank Draft or a Pay Order in favour of Central University of Gujarat.
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Central University of Gujarat, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
- 5.2. The Earnest Money shall be valid up to a period of 26 months or the complete conclusion of contractual obligations to complete satisfaction of both the BIDDER and the BUYER, whichever is later.

5.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bank Guarantee in the Purchase Contract for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money.

## **6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by him or acting on his behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) /Performance Bank Guarantee (after the contract is signed) shall stand forfeited 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 Nationalised Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR(London Inter Bank Offered Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from entering into any bid from the Central University of Gujarat for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

6.2 The BUYER entitled to take all or any of the actions mentioned at para 6.1 (i) to (ix) of this pact, also the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the

BIDDER), of an offence as defined in chapter ix of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statutes enacted for prevention of corruption.

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

## 7. Fall Clause

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

## 7. Independent Monitors

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

impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participation in such meetings.

**9. Facilitation of Investigation**

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

**10. Law and Place of Jurisdiction**

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

**11. Other Legal Actions**

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

**12. Validity**

- 12.1 The validity of this Integrity Pact shall be from dated of its signing and extend up to 3 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.
- 12.2 Should one or several provisions of this pact turn out to be invalid: the remainder of this Pact shall remainder of this Pact turn out to be valid; will strive to come to an agreement to their original intentions.

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

BUYER

BIDDER

Name of the Officer \_\_\_\_\_

\_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_

Deptt/MINISTRY/PSU \_\_\_\_\_

\_\_\_\_\_

Witness

Witness

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

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

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

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

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