

**Central University of Gujarat
Gandhinagar**



**Supply of Sonicwall NSA 5650 (license for three years)
(Buyback Proposal Sonicwall Supermassive 9200).**

Tender No.: CUG/09/2021-22

Dated: 05/10/2021.

**Central University of Gujarat
Near Jalaram Mandir, Sector-29,
Gandhinagar – 382 030
Tel: 079-23977407/409, Email: registrar@cug.ac.in**

TENDER DOCUMENT

Sl. No.	BID-DATA SHEET	
1.	Name of the Goods/Work	Supply of Sonicwall NSA 5650 (license for three years) (Buyback Proposal Sonicwall Supermassive 9200) at CUG, Gandhinagar
2.	Tender Number	CUG/09/2021-22
3.	Bid validity	90 days
4.	Issue of Tender Forms	Tender Documents / Forms can be Downloaded from the CUG's website: www.cug.ac.in and Central Public Procurement Portal (CPPP): www.eprocure.gov.in
5.	Tender Document Delivery Mode	Through Speed Post / Registered Post/ Courier or either by hand delivery.
6.	Earnest Money Deposit (EMD)	50,000/-
7.	Contact Person	<u>For Technical query:</u> Mr. Shrikant Kumar, ICT Email: ict[at]cug[dot]ac[dot]in Tel : 079-23977454 (During office hours 9.30am to 6.00 PM (Mon-Fri)) <u>For Commercial and general query:</u> The Registrar Central University of Gujarat Email: registrar[at]cug[dot]ac[dot]in Tel: 079-23977407 / 409
8.	Contact Address	Central University of Gujarat (CUG), Sector 29, Gandhinagar-382030

IMPORTANT DATES

Publish Date

05/10/21

Document Download Date

05/10/21

Document Download end Date

27/10/21

Bid Submission Start Date

05/10/21

Bid Submission End Date

27/10/21

Bid Opening Date

28/10/21

1.1. INTRODUCTION

Central University of Gujarat (CUG), Established by Parliament of India through the Central Universities Act (2009), Ministry of Education, Govt. of India, invites sealed quotations consisting of two-bid tender (Technical and Commercial) from eligible Service provider/ Authorized Bidder/ OEMs for **Supply of Sonicwall NSA 5650 license for three years (Buyback Proposal Sonicwall Supermassive 9200) at Central University of Gujarat(CUG), Gandhinagar.**

The bid document and further amendments can download from the CUG website www.cug.ac.in or from Central Public Procurement Portal (CPPP), Govt. of India website www.eprocure.gov.in and submit the same to CUG on or before due date of the tender.

Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding document. Failure to furnish all information prescribed in the bidding documents or submission of bids not substantially responsive to the bidding documents in every respect may result in the rejection of the bid. Bidder must submit the technical and financial bid in prescribed format without ANY deviation.

GENERAL INSTRUCTION FOR BIDDER/OEM'S

- 2.1 Eligibility Criteria:** The CUG has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the proposal as mentioned in Annexure T-I, failing which their bids will be summarily rejected and will not be considered any further.
- 2.2 Period of Validity of Offer:** For the purpose of placing the order, the proposals shall remain valid till 90 days from the date of opening of tender. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, CUG may ask for extension of the period of validity and such a request shall be binding on Bidders/OEMs. CUG's request and the response to such a request by various Bidder/OEMs shall be in writing. Bidders/OEM agreeing to such an extension will not be permitted to increase its rates.
- 2.3 Period for Queries:** The Queries period will be **7 days from date of publication of Tender**. Only the queries received within the stipulated date will be answered. Bidder can end their queries to:

<p><u>For Technical query:</u></p> <p>For Technical query: Mr. Shrikant Kumar, ICT Email: ict[at]cug[dot]ac[dot]in</p> <p>Tel : 079-23977454 (During office hours 9.30 am to 6.00pm (Mon-Fri))</p>	<p><u>For Commercial and general query:</u></p> <p>The Registrar Central University of Gujarat Email: registrar[at]cug[dot]ac[dot]in Tel: 079-23977407 / 409</p>
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Other amendments/corrigendum related to tender can download from the CUG website www.cug.ac.in or from Central Public Procurement Portal (CPPP), Govt. of India website www.eprocure.gov.in

- 2.4 Earnest Money Deposit (EMD):** The interested Bidders may put the tender document complete in all respects along with mandatory **Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand)** in the form of Demand draft / Fixed Deposit of any scheduled bank drawn in favour of “**The Registrar, Central University of Gujarat**” payable at **Gandhinagar**. The bid securities of the unsuccessful Bidder shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th after the award of the purchase order. No interest shall be payable by the CUG on EMD. The bid security is normally to remain valid for a period of forty- five days beyond the final bid validity period.

In exceptional circumstances, CUG may solicit Bidder consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. Granting of extension in period of validity does not permit the Bidder.

Exemption in EMD will only be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.

2.5 Forfeiture of EMD: EMD made by Bidder may be forfeited, if Bidder fails to under the following conditions:

- 2.5.1 Accept the work order along with the terms and conditions.
- 2.5.2 If Bidder withdraw the proposal before the expiry of validity period.
- 2.5.3 Furnish performance security.
- 2.5.4 Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- 2.5.5 Submitting false/misleading information/declaration/documents/proof/etc. The decision of CUG regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job.
- 2.5.6 In the event of the successful Bidder failing to comply with any provision of the contract.
- 2.5.7 If Bidder violates any of the provisions of the terms and conditions of the proposal.

The decision of CUG regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

2.6 Submission of Bid: The Bidder has to submit proposal/bid as per their eligibility of pre-qualification criteria and scope of work under two bid system i.e., Envelope –1 - Technical Bid and Envelope – 2 - Financial Bid. The interested Bidders are advised to submit two separate sealed envelopes super scribing “Technical Bids” and “Financial Bids”. Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed superscribed “Bid for firewall” to the Central University of Gujarat (CUG), Sector 29, Gandhinagar. And also deposited/ dropped in the tender box placed at the **Administration & Establishment Department**, Central University of Gujarat (CUG), Sector 29, GANDHINAGAR-382030 on or before **27/10/2021 at 03:00 PM**. The opening of **Technical Bid will be on 28/10/2021 at 03:00 PM** The Bidder/OEM will have to ensure that the bid documents are available as physical copy at the CUG before last date.

Bid may be submitted in the following manner:

- 2.6.1 Envelop No. 1: Shall contain all the information and documents in the same serial order as shown in the Pre-qualification criteria Annexure T-I. The complete document should be numbered chronologically. On the top of envelope must be superscripted “Technical Bid”. Shall also contain the bid EMD.
- 2.6.2 Envelop No.2: Shall contain the rates/prices of items duly filled in Chapter-6 (F-I) and signed and stamped. On the top of envelope must be superscripted “Price Bid for Firewall”.
- 2.6.3 All the envelopes must be superscripted “Bid for firewall” with due date and time and shall be sealed in third envelope of bigger size addressed to The Registrar, Central University of Gujarat (CUG), Sector 29, GANDHINAGAR-382030. The tender must reach on or before **27/10/2021 at 15:00 Hrs.**

- 2.6.4 Due to unforeseen circumstances, if the tender is not opened on the stipulated date, the same will be opened on the next working day at the same time. CUG will not be responsible for any postal delay.
- 2.6.5 All the envelopes shall indicate the name and address of the Bidder to enable the bid to be returned, if required.
- 2.6.6 Late/ or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.
- 2.6.7 Any Incomplete and conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the Bidder and shall not be evaluated.
- 2.6.8 The bid shall be written in English only.
- 2.6.9 No other method/means of submission of bid except as stated above shall be acceptable. All entries in the bid form should be legible and filled clearly. Otherwise, the bid is likely to be rejected. 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 Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialled by the person authorized to sign the bid.
- 2.6.10 Each Bidder shall submit only one bid. A Bidder who submits or participates in more than One Bid (other than as a sub-Bidder or in case of alternatives that have been permitted or requested) will cause all the proposals with the Bidder participation to be disqualified.
- 2.7 Performance Security Deposit:** The successful Bidder shall have to deposit a Performance Security Deposit of the 03% of the total amount of work order immediately of the receipt of the LOI/Supply Order. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/ Fixed Deposit of any scheduled bank drawn in favour of “The Registrar, Central University of Gujarat” Payable at Gandhinagar. The performance security deposit should be valid for ninety days beyond the expiry of warranty period (40 months = 3 years + 4 Months).
- 2.8 TIME SCHEDULE FOR DELIVERY & INSTALLATION:** All delivery of the material will have to be completed within 90 days from the date of commencement of work/contract. All activities leading to the commissioning as per scope of work Chapter - 4 of the tender. **Date of commencement shall be either Eight-week from the date of issued work order or the day on which the Bidder will take possession of site, whichever is earlier.** It is mandatory for the selected agency to complete the installation work within stipulated time period. For this all the necessary equipment's and material will be transported to CUG, Gandhinagar by his own expenses. Institute will not provide any transportation charges as well other expenses.
- 2.9 Liquidated Damage:** The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the Bidder for sum not less than 0.50% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, CUG reserves the right to terminate the contract and CUG will get the job completed by any other competent party. The difference of cost incurred by CUG will be recovered from the Bidder.

2.10 Warranty: Comprehensive onsite warranty for 3 (Three) Years including Spare Parts etc. from the date of final satisfactory installation, Implementation and working demonstration. No expenditure (either for repairs and replacement of consumable and /or non-consumable parts / or custom clearance) will be borne by the CUG during warranty period, however required documents will be provided. All the supplied items should be covered under warranty period. If any manufacturing or other technical defects found in any equipment which gives continuous trouble and malfunctioning during the warranty period, the Bidder shall replace the same with new equipments without any additional cost to the purchaser.

2.11 Terms of Payment:

2.11.1 100% payment will be release after successful completion of the Installation, Testing, Commissioning etc. and submission of performance bank guarantee to the Bidder subject to issue of FinalAcceptance Certificate, by e-transfer through RTGS/ NIFT. No advance payment will be made. The Bidder should provide their bank details duly signed by authorized signatories at attached annexure - III.

2.11.2 Format of invoice is as per CUG (i.e. Tax invoice as per GST rules clearly indicating Tax registration number, Service Classification, GST number of both parties, rate and amount of Tax shown separately). The terms of such invoice(s) is that they shall be payable as per the rates submitted, negotiated and agreed by both.

2.11.3 The CUG will deduct Income tax at source under Section 194-C of Income Tax Act from the renderer at the prevailing rates of such sum as income tax on the income comprised therein. All Taxes per applicable rules at time to time will be deducted at applicable rates from all payments made by CUG. Necessary TDS certificate will be issued by the CUG.

2.11.4 No claim for interest will be entertained by the CUG in respect of any payment/deport which willbe held with the CUG due to dispute between the CUG & Bidder or due to Admin delay for the reasons beyond the control of the CUG.

2.11.5 The CUG will not pay for any insurance charges against loss or damage incidental to manufacturer or acquisition, transportation, storage and delivery etc.

2.11.6 During the currency of Contract. No increase in rates will be allowed.

2.12 Price Bid: The Price Rates should be quoted separately for each items/section respectively in Annexure F-I. The price bids shall be opened on the scheduled time and date at Central University of Gujarat (CUG), Sector 29, Gandhinagar, in the presence of the representatives of the Bidder, if any, who wish to be present on the spot at that time.

2.12.1 The rates quoted in the tender/offer shall be for the complete item including supply, installation, testing & commissioning at site as per relevant standard codes (BIS/IS). The rate shall also includeall charges for storing, watch and ward, reinstating and making good the damaged work if any to its original finish, etc. The rates quoted shall be deemed to be for finished work to be measured at site. The rates quoted in the tender shall include all charges for packing, transport, loading, unloading and for delivery at site.

- 2.12.2 The rates shall not be change during the period of contract including extended period if any and rates shall not be subject to exchange variation, labor conditions, and fluctuations in railway freights, taxes or any conditions whatsoever. Tenderers must include in their rates GST, sales tax, excise duty, octroi, entry tax or any other tax and prevailing duty or other levy as existing, levied by the Central Government or any State Government or Local Authority, transportation charges etc. if applicable. No claim in respect of increase in GST, sales tax, works contract tax (WCT), excise duty, octroi or other tax, duty or levy during the duration of the contract shall be entertained by the CUG. The same will remain firm during the contract period. While quoting their rates the tenderer should include the following also if otherwise not stated herein before.
- 2.12.3 The Price Bid as per Performa given in the tender documents as ANNEXURE-F-I. Any conditions given in the price bid may cause rejection of Bid.
- 2.12.4 The GST charges should be provided separately in financial bid, the GST or equivalent, as may be in force in future would be paid on actual basis at the applicable rate.
- 2.12.5 The prices should be quoted in Indian Rupees.
- 2.12.6 The rates to be quoted for each section in figure as well as in words. (in case of dispute rates quoted in words shall be deemed to be correct)
- 2.12.7 The entire work to be handled as single turn-key project and the total cost of the project will be calculated as a whole project and also for the total quantity required. The price quoted should be include the delivery, installation, training charges, warrantee (if any) etc.
- 2.13 Deletion of items:** The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The CUG can increase or decrease any quantities to any extent or even delete particular item as per requirements. Nothing extra will be paid by the CUG on account of omission / deletion of items or decrease in the quantity of items. The CUG shall not entertain any claim whatsoever from the Bidder on this account. The payment shall be made as per joint measurement.
- 2.14 Bid Evaluation Criteria & Award Criteria:**
- 2.14.1 After the opening of the technical bid, the same will be evaluated by a committee, In case the committee decided for seeking further information/clarification, the same shall be provided by the Bidder. Those bids which technically qualified as per pre-qualification criteria, and completed in all aspects with all annexures (T-I to XI) and meeting the requirements as specified in chapter - 4, the financial bid of such qualified Bidder will be opened on a specified date and time by the committee. The date and time of opening of financial bids will be intimated to the Bidder well in advance through phone/email. The Bidder is at liberty to be present either in-person or authorize, not more than one representative to be present at the time of opening of the financial bid. The Bids will be opened by the committee in the presence of the representative of the Bidder who may wish to be present on that day.
- 2.14.2 In case it is found that the Bidder has not quoted as per the requirement for any specified item that bid shall not be considered and will be summarily rejected in very first instance without any recourse to the Bidder and shall not be evaluated.
- 2.14.3 Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the Bidder and shall not be evaluated.
- 2.14.4 The contract will be awarded for technically suitable lowest evaluated Bidder whose bid has been found to be responsive and who is found eligible and qualified as per the tender document. In case two or more agencies are found to have quoted the same rates. The Competent authority of CUG shall decide about the Bidder to which the offer shall be granted based on the report of

the past performance of the firm, and length of experience etc. the decision of the Competent Authority of CUG shall be final.

2.14.5 The competent Authority of CUG is not bound to accept the lowest tender or any tender if found any technical discrepancies in the tender. The Authority reserves the right of accepting the whole or any part of the tender. The decision of the Authority in this regard shall be final and binding on the firm.

2.15 Amendment of Bid Document: At any time prior to the deadline for submission of proposals, CUG reserves the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the CUG website www.cug.ac.in or from Central Public Procurement Portal (CPPP), Govt. of India website www.eprocure.gov.in The Corrigendum shall be binding on all Bidder and will form part of the bid documents.

2.16 CUG Right to reject any of all bids: The competent Authority of CUG reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for such decision. Any effort by a Bidder /OEM's agent/ consultant or representative, whosoever described to influence the CUG/in any way concerning scrutiny/ consideration / evaluation /comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

2.16.1 The Registrar, CUG reserves the right to terminate the contract without assigning any reason by giving a notice of one month to the Tenderer at any point of time during the period of the contract.

2.16.2 The competent Authority of the CUG reserves the right to annul bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful Bidder.

2.16.3 CUG reserves the right to vary/alter/amend the eligibility criteria for the Bidder at any time, in its discretion, before the last date submission of proposals.

2.16.4 By acceptance of this document, the recipient agree 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 Bidder.

2.16.5 The CUG reserves right to terminate the contract at any time after giving a one month's notice to the selected Bidder with or without assigning any reason and shall be under no obligation whatsoever to continue the contract.

2.16.6 The Registrar, CUG is empowered to relax any term or condition mentioned herein.

2.17 Resolution of Disputes:

- 2.17.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- 2.17.2 In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- 2.17.3 The place of the arbitration shall be Ahmedabad/Gandhinagar, Gujarat. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 2.17.4 The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 2.17.5 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

2.18 Extension of time: If the Bidders desire any extension of time for completion of work on grounds of there having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after the occurrence of the hindrances. Such application shall contain complete details of hindrances, which hindered the Bidder In the execution of the work. If in the opinion of CUG's Engineer / Officials, works be delayed by force majeure such as (a) war / hostilities, (b) riots or civil commotion, (c) earthquakes, fire tempest, lightening or other natural / physical disasters, etc., (d) restrictions imposed by the Government which prevent or delay the execution of the order or by any other reasons. If any such extension of time is granted by the CUG, the extension of time will be given without prejudice to CUG's right to recover liquidated damages or compensation under the relevant contract clause and no extra claim will be paid by the CUG whatsoever on account of delay or idle labour/ machinery.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Special terms & Conditions to the Contract

- 3.1 The CUG shall not be liable for any loss, damage, theft, burglary or robbery of any personal belonging, equipment's or vehicles of the personnel of the Firm/Agency deployed at the site.
- 3.2 The personnel deployed shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements/ administrative/organizational matters as all this may be of confidential/secret nature.
- 3.3 The incomplete and conditional bids shall not be considered and likely to be rejected in very first instance.
- 3.4 The successful tenderer shall solely be responsible for settling/resolving any dispute/claim of his/her personnel during the pendency of the contract. No liability shall accrue to the Institute under any circumstances even after expiry of the contract.
- 3.5 The tender should be accompanied by detailed printed technical literature with specifications, make and model number of each item and sub-item quoted in the tender. Specifications given in the offer must match to the website and/or authentic printed technical literature or better otherwise the offers shall be rejected.
- 3.6 It is mandatory to quote the latest and improved model of said instrument for pesticide residue analysis. Quote should not be for refurbished instrument. All losses during transport will have to be borne by the Bidder.
- 3.7 The Bidder must provide original guarantee/ warranty on manufacturer's letter head for satisfactory functioning of the equipment/ system and free service, replacement of parts and supply of consumables during warranty period from the date of successful and satisfactory installation of the equipment/system.
- 3.8 It is implicit that the Bidder has guaranteed for the equipment's supplied are original and new including all its components and as per technical specifications mentioned in the technical bid. All the hardware and software supplied are licensed and legally obtained in the name of the CUG.
- 3.9 The all equipment's should be from one manufacturer only and should be from OEM (Original Equipment Manufacturer) having ISO certification as specified in the tender document.
- 3.10 Vendor should provide local technical service support in India.
- 3.11 The Bidder should agree for local customization and personalization (if any) of the proposed system during the implementation stage and during warrantee period in order to ensure smooth functioning and to create user friendly environment.
- 3.12 Technically qualified vendor may be called for presentation/demonstration of their products.
- 3.13 Qualified Bidder may be called for price negotiation.
- 3.14 Storage space may be allowed at site as per the availability. The Bidder will have to make his own arrangement for security and locking arrangement of the storage space. The Bidder may be required to vacate the storage space as per CUG's exigency without any extra cost.
- 3.15 The tenderer must obtain all the information for himself on his own responsibility and at his own expenses which may be necessary for the purpose of making tender and for entering a contract and inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of work and all matters pertaining thereto.

- 3.16 The Bidder must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the CUG and in compliance of the requirement of the local public authorities and any other Acts/Rules/Regulations and no deviation on any account will be permitted.
- 3.17 The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. The CUG decision in such cases shall be final and shall not be open to arbitration.
- 3.18 The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the CUG.
- 3.19 Agreement: The successful Bidder shall execute an agreement on non-judicial stamp paper with CUG in accordance with the standard format enclosed immediately after receipt of order failing which the bidder's EMD may stand forfeited.
- 3.20 Disclaimer: The near relatives of employees of the CUG are prohibited from participation in this tender.

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

Scope of Work

- 4.1 Scope of Work:** Supply of Sonicwall NSA 5650 license for three years (Buyback Proposal Sonicwall Supermassive 9200) as per technical specifications mentioned in this tender document at Central University of Gujarat (CUG), Sector 29, Gandhinagar with 5-year onsite warranty.
- 4.2 Final acceptance and Handover-takeover:** Prior to final acceptance, the Bidder shall provide complete operation and maintenance instruction manuals to the CUG along with all the above-mentioned documents. All aspects of system operation and maintenance shall be detailed, including wiring diagrams of all circuits, a written description of the system design, sequence of operation and drawing(s), illustrating control logic and equipment used in the system. Checklists and procedures for emergency situations, maintenance operations and procedures shall be included in the manual. User acceptance testing will be done.
- 4.3 Training:** The Bidder shall provide the CUG with details of the training required by personnel to operate and maintain the firewall. The Bidder and the customer shall jointly agree the number of staff to attend the training courses. For all the active components shall provide a certificate, indicating the end of life and end of support in form of spares etc. The product selected should conform to the tender specified life period. Further, all software provided for the above system, including operating system, video management software, client software etc. should be upgraded, if necessary, as and when a new upgrade is released by the developer/ OEM at no extra cost during the tender specified life period of the above system. A certificate, confirming the above, shall be submitted from the respective developers/ OEMs.

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

Technical Specifications of Firewall

	Technical Specification for UTM	Compliance
SL. No.	Specifications	
A.	General	
1	Integrated Security Appliance which is capable of supporting Firewall, VPN, IPS, Web filtering, Botnet Filtering and Geo-IP protection etc.	
2	The device should be IPv6 ready (Both phase 1 and Phase2), and should support multi-core architecture.	
3	Should support minimum 500 or more VLAN interfaces (802.1P)	
4	Appliance should support IPSec NAT traversal.	
5	Should support OSPF, RIP V1 and V2 routing protocol.	
6	Should support NAT without degrading the performance of the firewall.	
7	Should support authentication using XAUTH/RADIUS, Active Directory, SSO, LDAP, Novell, Internal user database, terminal Services, Citrix.	
8	Should have Layer 2 bridge or transparent mode, Wire mode, Sniffer mode /Tap mode.	
9	Dual WAN/ISP Support : Should support automatic ISP failover as well as ISP load balancing for outbound traffic.	
10	Should be a quad core or higher processor based solution for faster processing.	
11	Should provide complete protection by performing full decryption and inspection of TLS/SSL and SSH encrypted connections regardless of port or protocol.	
12	Should proactively detect and block mass market, zero-day threats and unknown malware by inspecting directly in memory.	
13	Product Support should be (24 x 7) with Advanced replacement.	
14	Should have capability to look deep inside every packet (the header and data) searching for protocol non-compliance, threats, zero days, intrusions, and even defined criteria.	
15	Should detect and prevent hidden attacks that leverage cryptography, blocks encrypted malware downloads, ceases the spread of infections, and thwarts command and control (C&C) communications and data exfiltration.	
16	Should allow total control to customize which traffic is subjected to decryption and inspection based on specific organizational compliance and/or legal requirements.	
17	Vendor & OEM should support the appliance with all necessary upgrade for at least 3 years from the date of purchase installation.	
18	should scan for threats in both inbound and outbound traffic simultaneously to ensure that the network is not used to distribute malware and does not become a launch platform for attacks in case an infected machine is brought inside.	
19	Should provide real-time monitoring and visualization provides a graphical representation of applications, users and bandwidth usage for granular insight into traffic across the network.	
20	Should support Route-based VPN that allow dynamic routing over VPN links to ensure continuous uptime in the event of a temporary VPN tunnel failure, by seamlessly re-routing traffic between endpoints through alternate routes.	
21	Should have support to enable guest users to use their credentials from social networking services such as Facebook, Twitter, or Google+ to sign in and access the Internet and other guest services through a host's wireless, LAN or DMZ zones using pass-through	

	authentication.	
22	Should have H.323 gatekeeper and SIP proxy support to block spam calls by requiring that all incoming calls are authorized and authenticated by H.323 gatekeeper or SIP proxy.	
23	Should support mobile device authentication such as (biometric authentication) fingerprint recognition that cannot be easily duplicated or shared to securely authenticate the user identity for network access.	
24	The proposed solution should be scalable and offer fault tolerance to safeguard against hardware failures. The failover should be capable of taking over the traffic without any manual intervention and session loss.	
25	Should support deep packet SSL to decrypt HTTPS traffic for scanning(IPS, Gateway Antivirus, Content Filtering, Application control) transparently for future requirement and then re-encrypt and send to destination if no threat found.	
26	Should have TLS/SSL decryption and inspection that decrypts and inspects TLS/SSL encrypted traffic on the fly, without proxying, for malware, intrusions and data leakage, and applies application, URL and content control policies in order to protect against threats hidden in encrypted traffic.	
27	Should have deep packet inspection of SSH to decrypt and inspect data traversing over SSH tunnel to prevent attacks that leverage SSH.	
28	Should have IPv6 and should support filtering and wire mode implementations.	
29	Should support REST APIs that allows the firewall to receive and leverage any and all proprietary, original equipment manufacturer and third-party intelligence feeds to combat advanced threats such as zero-day, malicious insider, compromised credentials, ransomware and advanced persistent threats.	
30	Should have Bi-directional raw TCP inspection. The appliance should be capable of scanning raw TCP streams on any port bi-directionally preventing attacks that they to sneak by outdated security systems that focus on securing a few well-known ports.	
31	Should have extensive protocol support to identify common protocols such as HTTP/S, FTP, SMTP, SMBv1/v2 and others, which do not send data in raw TCP, and decode payloads for malware inspection, even if they do not run on standard, well-known ports.	
32	Should have SD-WAN support to choose lower-cost public Internet services while continuing to achieve a high level of application availability and predictable performance.	
33	Should have secure SD-WAN that enables distributed enterprise organizations to build, operate and manage secure, high-performance networks across remote sites for the purpose of sharing data, applications and services using readily-available, low-cost public internet services.	
34	Proposed Appliance should support SD WAN features without adding any additional components or hardware.	
B	Hardware and Interface Requirements	
1	The product should have minimum of 2 x 10-GbE SFP+, 2 x 10-GbE, 4 x 2.5-GbE SFP, 4 x 2.5-GbE, 16 x 1-GbE, 1 GbE Management, 1 Console	
2	Appliances should have dedicated management Ethernet interface	
3	Should have option to support storage of 64 GB on the appliance	

4	Should have 1 console Port	
5	Appliance should be 1U and rack mountable	
6	Appliance should have dual fans	
7	Should support REST APIs for management	
8	Appliance should have option for redundant power supply	
C	Firewall Performance Requirement	
1	Must have Threat prevention (FW, Gateway AV, Anti-Spyware, IPS and Application Control enabled) throughput of 3.4 Gbps or higher.	
2	Firewall inspection throughput at least 6.25 Gbps or higher	
3	VPN throughput at least 3.5 Gbps or higher	
4	The Firewall should support at least 4 Million concurrent sessions and at least 14,000 new sessions per second.	
5	The Firewall should have atleast 3.4 Gbps of IPS throughput or higher.	
6	Should have minimum 2.8 Gbps or higher of Anti-Malware inspection throughput.	
7	should support default 100000 DPI SSL connection count	
D	VPN	
1	Should support at least 6000 IPsec Site-to-Site VPN tunnels and 500 or more num of IPsec Client Remote access VPN	
2	Should support at least 1500 SSL VPN users (future requirement)	
3	Solution should support IPSEC & SSL VPN	
4	Solution Should support Layer 2 Tunneling protocol (L2TP)over IPSEC	
E	Licensing and Certification	
1	The devices should not have license restriction on number of users	
2	The OEM should have "recommended rating" by NSS Labs for consecutive three years in the last six years. / or should have NETSEC Open validation with 96% and above rating.	
3	The device should be IPv6 Ready (Both phase 1 and Phase2)	
F	Bandwidth Management & Application control	
	Should identify and categorize productive applications from those that are unproductive or potentially dangerous, and control that traffic through powerful application level policies on both a per-user and a per-group basis	
	Should control applications, or individual application features, that are identified by the security engine against a continuously expanding database of over thousands of application signatures, to increase network security and enhance network productivity.	
	Should control custom applications by creating signatures based on specific parameters or patterns unique to an application in its network communications, in order to gain further control over the network.	
1	Bandwidth Control/ Restriction per IP Address group & per Policy should be available.	
2	Traffic management: Option to configure traffic shaping on a per policy basis for specific application/ Specific networks and should be able to define guaranteed bandwidth and maximum bandwidth per policy.	
3	Should have application control feature for 1800 or more applications	
	Should have advanced QoS that guarantees critical communications with 802.1p, DSCP tagging, and remapping of VoIP traffic on the network.	

4	Should support Quota based Bandwidth Management and should be Cyclic	
5	Should block P2P applications, block Anonymous proxies etc.	
	Should support Application based routing and also Multi Path routing	
G	IPS	
1	Should have countermeasure-based protection using signatures and other countermeasures to scan packet payloads for vulnerabilities and exploits, covering a broad spectrum of attacks and vulnerabilities	
2	Should have intra-zone IPS to bolster internal security by segmenting the network into multiple security zones with intrusion prevention, preventing threats from propagating across the zone boundaries.	
3	IPS shall be able to detect incidents that originate from inside the network perimeter as well as from outside the network perimeter and shall be able to take action on the basis of configured policies.	
4	Should identify and block command and control traffic originating from bots on the local network to IPs and domains that are identified as propagating malware or are known CNC points.	
5	Should have anti-evasion technology by using extensive stream normalization, decoding and other techniques ensure that threats do not enter the network undetected by utilizing evasion techniques in Layers 2-7	
6	Appliance should protect against DOS & DDOS attacks.	
7	Should have all security functionality inbuilt and activated on single appliance.	
8	Signatures should have a severity level defined to it so that it helps the administrator to understand and decide which signatures to enable for what traffic (e.g. For severity level: high, medium, low)	
9	Should be able to generate graphical reports on top attacks, source for attack etc.	
10	Should have the option to schedule reports for automatic generation & email it to admin.	
11	The OEM should have regular update of its attack signature database and the same should be configurable to update the signatures automatically without manual intervention.	
12	Should not buffer traffic before scanning for IPS.	
13	Should be integrated solution with appliance based firewall on a single chassis with multicore processor.	
14	Firewall must support inbound and outbound IPS scanning	
H	Anti Virus	
1	Antivirus should provide real-time detection of viruses and malicious code at the gateway for SMTP, POP3, HTTP, FTP etc internet traffic.	
3	The device should be featured with Gateway Antivirus and DPI SSI Scanning	
4	Automatic Frequent updates of virus pattern files should be available from the vendor without manual intervention	
5	Should not buffer traffic before scanning for virus	
6	Should have facility to block files based file extensions.	
7	Should not have any size limitation of file being scanned for GAV engine	
8	Should have capacity to scan unlimited file size without buffering them.	
9	Firewall must support inbound and outbound Antimalware/Antispyware scanning	
I	Web Content Filtering	

1	Should have facility to block the URL's based on categories.	
2	Should enforce acceptable use policies and block access to HTTP/HTTPS websites containing information or images that are objectionable or unproductive with Content Filtering Service and Content Filtering Client.	
3	Should block content using the predefined categories or any combination of categories. Filtering can be scheduled by time of day, such as during school or business hours, and applied to individual users or groups.	
4	URL categories should have granular control like Allow/Block, Bandwidth Management, Passphrase override, Notify	
5	Preferably URL ratings could be cached locally on the firewall so that the response time for subsequent access to frequently visited sites is only a fraction of a second.	
6	The proposed solution should be licensed per unit as against per user.	
7	URL database should have at least 15 million sites and 64 + categories.	
8	URL database should be updates regularly by the OEM automatically.	
9	Should be able to block different categories / sites based on users/groups.	
10	Should have facility to configurable policy options to block web sites based on banned words.	
11	Appliance should be able to re rate website into custom URL category.	
12	Should have configurable policy options to define the URL exempt list.	
13	The solution should be able to block spywares/adware's etc.	
J	Logging and reporting	
1	Should have reporting facility to generate reports on virus detected over different protocols, top sources for viruses, destination for viruses, top viruses etc.	
2	Logging and reporting solution should be supported.	
3	The solution should generate the reports for the firewall, gateway level AV, IPS web filtering requested.	
4	The solution shall have readymade templates to generate reports like complete reports or attack reports, bandwidth report etc.	
5	The solution should help to analyze/understand attacks over various protocols like HTTP , FTP , SMTP etc.	
6	The solution should help to analyze/understand the live application usage in the network.	
7	Should have options to generate reports in terms of which are the frequent attacks as well as top sources and destination for attacks.	
8	Should have options to generate reports in different formats	
9	The solution should have configurable options to send the reports as a mail to the designated email address	
10	Should have configurable parameters to send alert emails based on event type.	
11	Should have configurable parameters to set alert	
12	The solution should have configurable options to schedule the report generation.	
13	The solution should be running its own syslog server or integrated server to collect the logs. If separate server and/or appliance is required for the logging & reporting, the BOM & cost should be included in the proposed solution.	
K	Sandboxing	
1	Solution should support on premise or cloud based Sandboxing for preventing zero	

	day threats	
2	Should have continuously updated database of tens of millions of threat signatures residing in the sandbox servers and referenced to augment the capabilities of the onboard signature database, providing deep packet inspection with extensive coverage of threats.	
3	Proposed sandboxing solution should employ multiple sandboxing engines for effective scanning	
4	The multi-engine sandbox platform, to include virtualized sandboxing, full system emulation, and hypervisor level analysis technology, executes suspicious code and analyzes behavior, providing comprehensive visibility to malicious activity.	
5	Should have technology that detects and blocks malware that does not exhibit any malicious behavior and hides its weaponry via encryption. Should detect and block mass-market, zero-day threats and unknown malware.	
6	Should have support for analysis of a broad range of file types, either individually or as a group, including executable programs (PE), DLL, PDFs, MS Office documents, archives, JAR, and APK plus multiple operating systems including Windows, Android, Mac OS X and multi-browser environments.	
7	Should have ability to prevent potentially malicious files from entering the network. Should have support for files sent to the sandbox for analysis to be held at the gateway until a verdict is determined.	
8	Proposed sandboxing solution should scan protocols like HTTP,SMTP,FTP,IMAP,POP,CIFS,TCP Stream	

Installation Material: All installation materials including power cables, interconnection cables, connectors and other accessories (including brackets, nuts, bolts, screws etc.) required for installation of the complete system shall be quoted. Completeness of the system will be responsibility of the bidder.

The bidder has to provide schematic diagram of the technical workflow to ensure the workability of the offered solution in all respects.

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

Pre-qualification Criteria
Central University of Gujarat (CUG), Sector 29, Gandhinagar
(Tender No. CUG/09/2021-22)

The CUG has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the bid as mentioned in Annexure T-I, failing which their bids will be summarily rejected and will not be considered any further.

Annexure-T-I

Mention Page Numbers

Sr. No.	Pre-qualification criteria	Documents to be provided	Attached (Y/N)	Page No.
1.	The Bidder(s) should be a registered company in India under Companies Act 1956 and should have at least 05 years of prior experience of supply and commissioning the Firewall System at Educational Institutes and other Organizations, etc. as on date of RFP/NCB.	Copy of Company Incorporation Certificate along with proof of bidder working in the relevant domain or business should be enclosed		
2.	The Bidder should have successfully Supply, Installation and Commissioning of Firewall system at Government clients/ Autonomous Bodies/ universities/ Deemed universities (to be universities public sector)/ Private reputed Universities / Private reputed Corporate Offices in India. i. Three similar work whose values is not less than 10 lakhs each of the estimated cost or ii. Two similar works whose individual value is not less than 10 lakhs each of the estimated cost or iii. One similar work whose value is not less than 10 lakhs of the estimated cost	The details of such institutions and the cost with name of equipment also be supplied with the standard format enclosed (annexure –VIII) with Work/ Purchase orders and Completion certificates issued by the client should be enclosed.		
3.	The Bidder have annual turnover of at least 35 Lakhs in each last three financial years.	The details of such turnover with the standard format enclosed (Annexure - X) with audited balance sheets/ P&L account and Income Tax Return certificates for the last 3 financial years.		

4.	Earnest Money Deposit (EMD) of Rs. 50,000/-	Attached with technical bid.		
5	Bidder should have Office/ Authorized Channel Partner office/ Local Service Center in Gujarat.	Proof of Document to be attached		
6	Bidder should be Authorized Channel Partner of Given Solution.	Proof of Document to be attached		
7	Certified Engineer of the Given solution on Payroll for Last Six Months of Bidder/ Authorized Channel Partner should be preferred	Proof of Document to be attached		
8.	OEM's / Bidder/OEM's Details	As Annexure - II (Standard prescribed format)		
9.	Bank details	As Annexure - III (standard prescribed format)		
10.	OEM / Bidder Bid form	As Annexure - IV (Standard prescribed format)		
11	Declaration of Bidder/OEM	As Annexure - V (Standard prescribed format)		
12	Manufacturer's Authorization Form (MAF) The Bidder(s) must either be OEM(s) or their authorized business partners of repute as evidenced by copies of relevant certificates.	As Annexure - VI (standard prescribed format) Authorization letter from the Principal Suppliers / Manufacturers should be enclosed		
13.	Warranty declaration Form.	As Annexure - VII (standard prescribed format)		
14.	Details of works of Similar Nature	As Annexure - VIII (standard prescribed format)		
15.	Declaration of blacklisting/non-Blacklisting	As Annexure - IX (Standard prescribed format)		
16.	Financial Capability of Bidder/OEM/Turnover	As Annexure - X (Standard prescribed format)		

17.	Details of Firm's Experience of Similar Services	As Annexure - XI (Standard prescribed format)		
18.	The Bidder(s) should be ISO 9000 certified company or must have an equivalent certification on the date of RFP or NCB.	ISO 9000 or equivalent certificate of Bidder should be enclosed		
19.	The Bidder(s) should not be involved in any Bankruptcy filing or for protection from it.	Undertakings from the Bidder(s) in this regard should be enclosed		
20.	The Bidder(s) should have been posting profits for last three financial year and should have a net positive worth.	Duly certified and signed statement by the authorized CA be enclosed		

Note:

- The Bidders who are not meeting any of the above mentioned general, technical or commercial criteria shall be disqualified straightway and their commercial bids shall not be opened and evaluated further.
- Furnishing of wrong/ambiguous information in the compliance statement may lead to rejection of bid and further black listing of the Bidder/OEM, if prima-facie it appears that the information in the compliance statement was given with a mala fide /fraudulent intent.

Date: _____

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

Central University of Gujarat (CUG), Sector 29, Gandhinagar
(Tender No. CUG/09/2021-22)
[On the original letterhead of the Bidder/OEM]
Bidder/OEM's Details

Annexure T-II

1.	Name of the Firm/ Company	
2.	Name and Designation of Authorized Signatory	
3.	Communication Address:	
4.	Office Phone No: Mobile No:	
5.	Fax: E-Mail ID:	
6.	GST registration Number: PAN Number:	
Particular Details of the Bidder/OEMs Representative'		
7.	Name of the Contact Person: Designation: Phone No: Mobile No: E-Mail ID:	

UNDERTAKING

I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

Date: _____

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp:

**Central University of Gujarat (CUG), Sector 29, Gandhinagar
(Tender No. CUG/09/2021-22)**

Annexure T-III

[On the original letterhead of the Bidder/OEM]

PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/ UNSUCCESSFUL BIDDER/OEM

RTGS/ National Electronic Fund Transfer (NEFT) Mandate Form

Sl. No	Particulars	Attached (Y/N)
1.	Name of the Bidder/OEM	
2.	Permanent Account No. (PAN)	
3.	Particulars of Bank Account	
	a) Name of Bank	
	b) Name of Branch	
	c) Branch code	
	d) NEFT/ IFSC Code	
	e) Account No.	
	f) RTGS Code	
	g) 9-digit MICR code appearing on the cheque book	
	h) Type of account	
	i) Address	
	j) City Name	
	k) Telephone No.	
4.	Email id of the Bidder/OEM	

Note: - Please attach original cancelled cheque along with the RTGS/ National Electronic Fund Transfer (NEFT) Mandate Form

Date: _____

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

**Central University of Gujarat (CUG), Sector 29, Gandhinagar
(Tender No. CUG/09/2021-22)**

Annexure T- IV

[On the original letterhead of the Bidder/OEM]

BID FORM

To,
The Registrar,
Central University of Gujarat (CUG), Sector 29,
Gandhinagar - 382030

Sub: Supply of Sonicwall NSA 5650 license for three years (Buyback Proposal Sonicwall Supermassive 9200) at CUG, Gandhinagar.

Dear Sir,

We the undersigned Bidder (s), having read and examined in details the specifications and other documents of the Supply of Sonicwall NSA 5650 license for three years (Buyback Proposal Sonicwall Supermassive 9200) Tender No. CUG/09/2021-22, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of subscription and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 90 (ninety) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our bid documents. Further, we agree that additional conditions, deviations, if any, found in the bid documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this bid is accepted by you, we agree to provide access and services as specified in tender document. We fully understand that access to the software and services is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to Three per cent (3%) of the Order value/tender value as stipulated in Financial Bid/tender document.

We agree that CUG reserves the right to accept in full/part or reject any or all the bids received or split order within successful Bidder without any explanation to Bidder and his decision on the subject will be final and binding on Bidder.

Dated, thisday of.....2021

Thanking you, we remain,

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

**Central University of Gujarat (CUG), Sector 29, Gandhinagar(Tender
No. CUG/09/2021-22)**

Annexure T- V

[On the original letterhead of the Bidder/OEM]

Date: _____

DECLARATION

I, _____ Son/Daughter/Wife of _____
Resident of _____ Proprietor / Director /
Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and
execute this tender document.

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page
No. _____ to _____ (including all documents like annexure(s), schedules(s), etc.,) which
form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses
contained therein.

The information / documents furnished along with the above application are true and authentic to the best of
my knowledge and belief. I/ we are well aware of the fact that furnishing of any false information
/fabricated document would lead to rejection of my tender at any stage besides liabilities towards
prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been taken into
consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) in it's
totally/ entirely.

In case any provision of this tender is found violated, then your department/organization shall without
prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the
full earnest money deposit.

Date: _____

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

**Central University of Gujarat (CUG), Sector 29, Gandhinagar
(Tender No. CUG/09/2021-22)**

Annexure T- VI

[On the original letterhead of the Bidder/OEM]

MANUFACTURER'S AUTHORIZATION FORM

To
Central University of Gujarat (CUG), Sector 29,
Gandhinagar
Ref: Tender No.:

WHEREAS _____ who are official producers of _____ and having production facilities at _____ do hereby authorize _____ located at _____ (hereinafter, the "Bidder/OEM") to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids.

When resold by _____, these products are subject to our applicable standard end user warranty terms.

We assure you that in the event of _____, not being able to fulfill its obligation as our Bidder in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that _____ is our authorized Bidder/OEM/system integrator and can hence provide maintenance and upgrade support for our products.

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 5 years from the day of this letter. We assure availability of spares for the products for the next five years after Five (5) years warranty.

Name In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of _____

Dated on _____ day of _____ 2020

Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed & seal by an authorized signatory. _____

[On the original letterhead of the Bidder/OEM]

Annexure T- VII

Undertaking

[Submitted on the Letterhead of original Equipment Manufacturer (OEM)]

An undertaking from the original equipment manufacturer is required and stating that they would facilitate the Bidder on a regular basis with technology/ product updates and extends support for the warranty as well.

Authorised Signatory: _____

Date: _____

Name of the Authorised

Person (OEM): _____

Warranty Declaration

[Submitted on the Letterhead of Bidder/OEM/ Supplier]

The warranty declaration states that everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be complete enough to carry out the experiments, as specified in the tender document.”

Authorised Signatory: _____

Date: _____

Name of the Authorised

Person of Bidder/OEM: _____

**Central University of Gujarat (CUG), Sector 29, Gandhinagar
(Tender No. CUG/09/2021-22)**

Annexure T- VIII

[On the original letterhead of the Bidder/OEM]

DETAILS OF WORKS OF SIMILAR NATURE OF ASSIGNMENT COMPLETED

SIMILAR NATURE OF ASSIGNMENT COMPLETED		
Sr No.	Description	Project Detail
1.	Name of work/project and Location	
2.	Mention the project objectives, details of solution implemented and benefits accrued to the customer organization	
3	Name and Address of Employer/ Organization	
4.	Cost of work in Rs.	
5.	Date of commencement as per contract	
6.	Stipulated date of Completion	
7.	Actual date of completion	
8.	Litigation/arbitration pending/in progress with details*	
9.	Name and Address/email and telephone number of officer to whom reference may be made.	
10.	Remarks	

*Indicate gross amount claimed and amount awarded by the Arbitrator.

*For each work, spate sheet be prepared as per above proforma.

Signature of Applicant(s) along with
the Name & Stamp of Company

Date:

Place:

**Central University of Gujarat (CUG), Sector 29, Gandhinagar
(Tender No. CUG/09/2021-22)**

Annexure T-IX

[On the original letterhead of the Bidder/OEM]

**CERTIFICATE
DECLARATION REGARDING BLACKLISTING/NON BLACKLISTING**

I /We Proprietor / Partner (s) / Director (s) of M/s hereby declare that the firm/ company namely M/S has not been blacklisted or debarred in the past by any organization from taking part in Government tenders. Or

I / We proprietor / partner (s) / Director (s) of M/s..... hereby declare that the firm/ company namely M/S..... was blacklisted or debarred by any Government Department from taking part in Government tenders for a period of.....years w.e.f..... The period is over on and now the firm/ company is entitled to take part in Government tender. In case the above information is found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by CUG and earnest money / EMD shall be forfeited. In addition to the above CUG will not be responsible to pay the bills for non-access.

Seal of the firm should be affixed.

Signature:.....

Name:

Capacity in which as signed:

Name & address of the firm:

.....

Dated:

Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

Central University of Gujarat (CUG), Sector 29, Gandhinagar
(Tender No. CUG/09/2021-22)

Annexure T- X

FINANCIAL CAPABILITY OF BIDDER/OEM
[On the original letterhead of the Bidder/OEM]

Date: _____

Annual turnover details of the Bidder from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees
A	2018– 2019	
B	2019– 2020	
C	2020– 2021	

[Extra rows may be added, if required]

*Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the above mentioned financial years shall submit as supporting evidence.

Please affix the signature of the authorized signatory of the Bidder with name, designation, seal and date here.

Please affix the signature of the authorized signatory of the statutory auditor of the Bidder with name, designation, seal and date here.

Authorized Signatory

(Signature In full): _____

Name and title
of Signatory: _____

Stamp of the

Company: _____

**Central University of Gujarat (CUG), Sector 29, Gandhinagar
(Tender No. CUG/09/2021-22)**

Annexure T- XI

[On the original letterhead of the Bidder/OEM]

Date : _____

Details of Works of Similar Type Executed by the Bidder/OEM

Sr. No.	Name of the Company with full address, phone, fax and name of contact person	Work Description	Ref & Date of the order	Work Order Value	Details of Order	Period of Access		Page No
						Start	End	

1. Copies of purchase orders should be attached with this information. In absence of documentary evidence, bid is liable to rejected.
2. If required, extra rows or separate sheet may be used to submit the information.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Central University of Gujarat (CUG), Sector 29, Gandhinagar
(Tender No. CUG/09/2021-22)

Annexure – F-I

**Commercial Bid
(Envelope-2)
[On the original letterhead of the Bidder/OEM]**

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

Dear Sir,

I/we wish to submit our tender for **Supply of Sonicwall NSA 5650 license for three years (Buyback Proposal Sonicwall Supermassive 9200) at CUG, Gandhinagar** on the following rates:-

Sr. No.	Description of Item	Qty. (Nos.)	Unit Price with 3 Years Warranty (In Rs. Without	Total price with 3 Years Warranty (In Rs. Without tax)	Rate of GST/ Services tax (%)	GST	Total Cost TC
A	B	C	D	E=C*D	F	G	TC=E+G
1.	Sonicwall NSA 5650 (license for three years) Specification as given below: SonicWALL Advance Gateway Security Suite (AGSS) – Includes Gateway Anti-Virus, Anti-Spyware and Intrusion Prevention Service, Content Filtering Service, Software/Firmware Updates, Hardware Warranty and 24x7 Supports for 3 years	01					
2.	Buyback price for Sonicwall Supermassive 9200	01					
Total price in Rupees:							

In words: _____

Authorized Signatory (signature in full) : _____

Name and Title of Signatory : _____

Company Rubber Stamp : _____

**Central University of Gujarat (CUG), Sector 29, Gandhinagar
(Tender No. CUG/09/2021-22)
FORM OF CONTRACT AGREEMENT**

This agreement made the _____ day of the month of _____ in the year 20.....
BETWEEN, Central University of Gujarat (Hereinafter called CUG”) or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its Central University of Gujarat (CUG), Sector 29, Gandhinagar 382 030, Gujarat, India on the ONE PART; and

* Shri _____ S/D/o _____ resident of _____ the sole proprietor of M/s _____ having office at the following address.

* M/s. _____ the partnership firm having an administrative/principal office at _____ represented by its Managing/duly authorized partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____, duly represented at _____ duly represented by its constituted and authorized Managing Director, Shri _____ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Bidder) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part

WHEREAS THE Client/ CUG is desirous that certain works should be designed, supplied, installed, tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for invitation to tenderers for the supply, installation and performance of such works has been accepted by the CUG on the terms and conditions as set out therein and inter alia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - a) Notice inviting **Tender No. CUG/09/2021-22**
 - b) General rules and Instructions for the guidance of tenderers.
 - c) The Tender, Letter of Acceptance, Letters from & to the tenderer, Amendment's, if any, leading to and prior to acceptance letter.

- d) General Conditions of contract and clauses of contract along with Annexures thereto.
- e) Schedules consisting of Technical Specifications, Special Conditions, Compliances, Comprehensive AMC terms, tender drawings if any, etc.
- f) Schedule of quantities including Prices and tendered amount known as Price - Bid.
- g) The details submitted in technical bid, design, site survey and such other commitments like Annual Maintenance Charges for the period mentioned shall be part of the agreement.

[Note: * Strike off whichever is not applicable]

3. In consideration of the payments to be made by the CUG to the tenderer, the tenderer hereby covenants and agrees with the CUG to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said
tenderer, _____

_____ to the CLIENT(CUG) _____ in the presence of:

Signature of Tenderer (with seal)

Witness (Signature, Name & Address):

- 1).
- 2).

Signature of Authorised representative
of the Client/CUG Accepting Authority.

Witness (Signature, Name & Address):

- 1).
- 2).

**Central University of Gujarat (CUG), Sector 29, Gandhinagar
(Tender No. CUG/09/2021-22)**

Annexure C-II

PERFORMANCE BANK GUARANTEE

To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To,

The Registrar,
Central University of Gujarat (CUG), Sector 29,
Gandhinagar - 382030

Dear Sir,

1.WHEREAS..... (Name of Bidder/OEM) hereinafter called "the Bidder/OEM" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for Supply of Sonicwall NSA 5650 license for three years (Buyback Proposal Sonicwall Supermassive 9200) at CUG, Gandhinagar. AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing this PROJECT.

WHEREAS we _____ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the "CUG" the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to CUG under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards CUG under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from CUG in that behalf and without delay/demur or set off, pay to CUG any and all sums demanded by CUG under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from CUG to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____.

This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of months from the date of its execution. The Bank shall extend the Guarantee for a further period which may

mutually decided by the Bidder & CUG. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements. Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Bidder and the Bank.

The BANK also agrees that CUG at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and notwithstanding any security or other guarantee that CUG may have in relation to the Bidder/OEM's liabilities.

The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of CUG or any other indulgence shown by CUG or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

This Guarantee shall be governed by the laws of India and the courts of Gandhinagar shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of

Witness

(Signature)

(Signature)

(Name)

Bank Rubber Stamp

(Name)

(Official Address)

Designation with Bank Stamp

Plus Attorney as per Power of Attorney No.:

Dated:

Central University of Gujarat (CUG), Sector 29, Gandhinagar(Tender No. CUG/09/2021-22)

FORMAT FOR EARNEST MONEY DEPOSIT / BIDBOND LETTER OF GUARANTEE

Annexure C-III

To,
The Registrar,
Central University of Gujarat (CUG),
Sector 29, Gandhinagar

IN ACCORDANCE WITH YOUR TENDER for supply of.....,M/s.....
(hereinafter.....called the
.....“Bidder/OEM”) having
.....its Registered Office
.....at.....,
wish.....to participate in
.....the said bid for
.....the supply
..... as an irrevocable BankGuarantee against
.....Earnest Money Deposit
for an amount of Rs.....(Rupees.....) valid upto.....(180
days from the date of issue of Bank Guarantee), 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 i) the
withdrawal or revision of the offer by the Bidder within the validity period; ii) Non acceptance of the
Letter of Indent/ Purchase order by the Bidder when issued within the validity period; iii) failure to execute
the contract as per contractual terms and condition with in the contractual delivery period; and iv) 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 bythe amount of
Rs.....(Rupees.....) without any reservation, protest, demur and recourse. Any such
demand made by the CUG shall be conclusive and recourse. Any such demand made by the purchaser shall
bebinding on the Bank irrespective of any dispute or difference raised by the Bidder/OEM.

The Guarantee shall be irrevocable and shall remain valid up to.....(180 days from the date of issue
of Bank Guarantee) If any further extension is required, the same shall be extended to such required period
on receiving instruction form the Bidder/OEM, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs
(Rupees.....).

This Bank Guarantee shall be valid up to(date). 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 Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

(To be printed on Supplier's letterhead)

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 procure **Supply of Sonicwall NSA 5650 license for three years (Buyback Proposal Sonicwall Supermassive 9200)** 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:

1. 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 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.

3. 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:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS 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/ 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.
- 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 proposal and business, 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 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.
- 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 Deposit:

- 5.1 While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the University through any one of the following instruments:
- (i) Account Payee Demand Draft
 - (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.
- 5.2 The Earnest Money is normally to remain valid for a period of 90 (ninety) days beyond the date prescribed for the receipt of the tender.
- 5.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- 5.4 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:

- 6.1 Performance Bank Guarantee is mandatory.
- 6.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be received in the office of Registrar, Central University of Gujarat, Gandhinagar on or before 30 days from the date of issue of order acknowledgement. The performance bank guarantee to be furnished in the form of Bank Guarantee as per Annexure-V of the tender documents, for an amount covering 3% of the purchase Order value. 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.
- 6.3 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.

6.4 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.

6.5 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:

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

- (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.

7.2 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.

7.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this pact.

8. Fall Clause:

8.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or autonomous body and if it is found at any stage that similar product/system or subsystem was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU or autonomous body at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. Independent monitors:

9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Central University of Gujarat, Gandhinagar).

9.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

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

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

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

9.6 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.

9.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

9.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department within 08 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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:

- 13.1 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.
- 13.2 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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. _____