

### **SECOND CALL OF E-TENDER**

NAME OF WORK - DISPOSAL OF STEEL, WOODEN AND ELECTIRCAL SCRAP MATERIAL (ASSORTED) LAYING IN DR. HARISINGH GOUR VISHWAVIDYALAYA, SAGAR (M. P.)

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### September – 2024

### N.I.T. No. R/EE/IWD/2024/187

Date of release of tender	04.09.2024
Last date & time of submission of bid	25.09.2024 up to 03.00 PM
Last Date & Time of original EMD or other documents as specified in tender through Speed Post/Registered Post	02.10.2024
Date & time of opening of tender (Technical Bid)	03.10.2024 at 03.30 PM
Date & time of opening of Financial Bid	Will be informed later

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**NAME OF WORK:** DISPOSAL OF STEEL, WOODEN AND ELECTRICAL SCRAP MATERIAL (ASSORTED) LAYING IN DR. HARISINGH GOUR VISHWAVIDYALAYA, SAGAR (M. P.)

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This NIT contains Twenty Six pages only.

#### **REGISTRAR**

Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

### **NOTICE INVITING e- TENDER (N.I.T.)**

Ref. No.: R/EE/IWD/2024/ Sagar, Dated

On behalf of Dr. Harisingh Gour Vishwavidyalaya, Sagar online item rate tender is invited from the appropriate/eligible class of contractors registered with CPWD, MES, Railway and other central PSU's as well as the contractors empanelled in the Dr. Harisingh Gour Vishwavidyalaya, Sagar in the appropriate/eligible class only by 25.09.2024 up to 3.00 PM. The details of said work as below:

SI. No.	NIT No.	Name of Work and location	Estimated Cost put to tender (Rs. In Lakhs)	Earnest Money (In Rs.)	Period of Completion	Last date of submission of Bid,	Time and Date of opening of tender
1	187	Disposal of Steel, Wooden and Electrical Scrap Material (Assorted) Laying in Dr Harisingh Gour Vishwavidyalaya, Sagar (M. P.)	11.00 Lakhs	1,10,000.00/-	02 Months	25.09.2024 up to 3.00 PM	03.10.2024 at 03.30 PM

The Bid Forms, tender document, eligibility criteria and other details can be downloaded from the University website: <a href="www.dhsgsu.edu.in">www.dhsgsu.edu.in</a> and CPPP Portal: <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>.

Registrar

Dr. Harisingh GourVishwavidyalaya, Sagar (M.P.)



### डॉक्टर हरीसिंह गौर विश्वविद्यालय, सागर (म.प्र.)

(केन्द्रीय विश्वविद्यालय)

NIT No. R/EE/IWD/2024/187

सागर, दिनांक 04.09.2024

### निविदा आमत्रंण सूचना (NIT)

डॉक्टर हरीसिंह गौर विश्वविद्यालय, सागर (म.प्र.) द्वारा Scrap Disposal हेतु Item Rate निविदा के लिए Percentage Rate निविदा क्रमांक 187 केवल e-tendering के माध्यम से आमंत्रित की जाती है। विस्तृत शर्ते एवं निविदा प्रपत्र विश्वविद्यालय की वेबसाईट <u>www.dhsgsu.edu.in</u> & <u>https.//eprocure.gov.in</u> पर देखी एवं डाउनलोड की जा सकती है।

कुलसचिव (प्र.)

Tenders are invited through online only for the "Disposal of Steel, Wooden and Electrical Scrap Material (Assorted) on **as is & where is** basis laying in the Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)"

A. Old steel scrap material includes:

1. Rolled Steel ( joist , Angle , Tee, Bar)

2. Steel Tank

3. Steel Tubing

4. Steel Sheet

5. Steel Almirah , Racks etc.

B. Unserviceable Wooden Item

1. Wooden Almirah

2. Wooden Door

3. Furniture etc.

1. The last date for submission of the tender is 25.09.2024 up to 3.00 p.m.

C. Unserviceable Electrical Item

- 2. The Vishwavidyalaya reserves the right to reject in part/full of the tenders submitted without assigning any reason thereof. Incomplete and conditional tenders shall be rejected.
- 3. Annexure A and B needs to be filled before submitting the Tenders.

#### Registrar

As per Annexure C

Dr. Harisingh GourVishwavidyalaya, Sagar (M.P.)

#### PROCEDURE FOR SUBMITTING BIDS

- i) Bids shall be submitted online only at CPPP website:http://eprocure.gov.in/eprocure/app. Tenderers are advised to follow the instructions "Instructions for Online Bid Submission" provided in Annexure I for online submission of bids.
- ii) Tenders will have to be submitted in Two Parts i.e. (a) Technical Bid and (b) Financial Bid through ONLINE mode only.
- iii) EMD (Rs. 1,10,000/-) original and hard copies of the other required certificates should be sent to the address as mentioned below in an envelope, duly super scribed as EMD along with Tender No. R/EE/IWD/2024/187, Dated 04.09.2024.
- iv) E-Mode or Physical Mode in the form of DD, FDR, Bank Guarantee or as per GFR 2017 in favour of "Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar, MP" payable at Sagar. EMD may also be deposited through NEFT/RTGS to the following detail (UTR No. should be submitted in the technical bid)

Name: The Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar, MP

Name of the Bank: State Bank of India

Account No. 10186725260 IFSC Code: SBIN00011043

v) The EMD in the physical form should be sent through SPEED POST only within 03 days from the last date of bid submission on the above address. However, the scan copy of the same must be submitted in the bid document on GeM portal. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with Central Purchase Organization and Startup(s) are exempted from submission of Security Deposit (EMD) as per the rules of Govt of India. The Bidders are advised to submit the copies of the required documents with the tender documents if they are claiming Bid EMD exemption. Vishwavidyalaya will follow the rules of GFR 2017 in this regard.

EMD	
Tender No. To,	Dated :
Registrar,	
Dr. Harisingh Gour Vishwavidyalaya,	
Sagar M. P 470003	
From:-	
	M/s
	Contact No:

### **UNDERTAKING**

To,	
	The Registrar, Dr Harisingh Gour Vishwavidyalaya, Sagar, (MP)
Sir,	
i. me	I/We the undersigned, certify that I/we have gone through the Terms and Conditions tioned in the Tender Documents and undertake to comply with them.
	It is further certified that the Firm /Agency quoting herein is not /has blacklisted arred by any Agency in India or abroad.
Dat	s: Signature of the Tenderer
Plac	e: with seal
	Name of the Tenderer:
	with address

### **NO NEAR-RELATIVE CERTIFICATE/ DECLARATION**

(To be submitted by authorized signatory)

I	son/daughter/wife of
Shri	Authorized
signatory of M/s	(Name and
address of the bidder) is competent to sign this declaration and ex	ecute the tender document.
I resident of	hereby certify that
none of relatives of mine/proprietor/partners/directors is/are en	
Vishwavidyalaya, Sagar (M.P.). In case at any stage it is found the false/ incorrect the purchaser shall have the absolute right	•
fit/without any prior information to me.	
The Information/documents furnished, along with the tender documents of my knowledge and belief. I am well aware of the information/fabricated documents would lead to rejection of liabilities towards prosecution under appropriate law.	fact that furnishing of any false
(Signature of Authorized Signatory) Full Name:	
Date:	
Address:	
Place:	
Seal:	

#### PART – I TECHNICAL BID DOCUMENT

### Name of Work – Disposal of Steel, Wooden and Electrical Scrap Material (Assorted) Laying in Dr Harisingh Gour Vishwavidyalaya, Sagar (M. P.)

	Name & Address of the Agency	Details
SI. No.		
1.	a. Mobile no.	
	b. Telephone no.	
	c. Fax	
	d. E-mail	
	e. PAN (Attach copy)	
	f. GST No. of the tenderer (Attach copy)	
2.	Registration No. of the tenderer (Attach copy)	
3.	Income Tax Return (Last Three Financial Year) (Attach copy)	
4.	The firm should have prior experience in purchasing of scrap material. The work order/completion certificate be attached with the tender document of 25% of estimated cost.	
5.	Details of EMD submitted	
	DD/UTR No:	
	Date:	
	Bank Name:	
	Amount: Rs. 1,10,000.00	
	In Favour of	
	Payable at:	

- 6. Undertaking (as per Annexure -A)
- 7. No near relative certificate (as per Annexure B)
- 8. Earnest Money Deposit (Scanned copy of Original EMD)
- 9. Scan copy of Complete tender document duly signed by Bidder

Note: Documents having Corrections and Alterations shall not be accepted.

#### **DECLARATION**

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, I/we will be blacklisted and will not have any dealing with the Department in future.

	(Signature of Authorized Signatory with Date)
Date :	
Place :	
NOTE: All the information furnished above should	be supported by documentary evidence.

**Annexure - C** 

### PART – II Commercial Bid

# The STEEL, WOODEN AND ELECTRICAL SCRAP MATERIAL (ASSORTED) will be available on "AS IS & WHERE IS" and "ON NO COMPLAINT BASIS".

COMPLAINT BASIS".						
क्र.	सामग्री का नाम	संख्या	यूनिट	Per(unit/kg) Rate in Rs. (with GST)	Amount in Rs.	
1	Unserviceable Steel Item	3000	Kg			
2	Unserviceable Wooden Item	3000	Kg			
3	सीलिंग फेन पुराने माडल	315	Each			
4	मरकरी लाईट वाक्स 250 वाट	19	Each			
5	मरकरी लाईट वाक्स 125 वाट	8	Each			
6	मरकरी लाईट वाक्स 150 वाट	3	Each			
7	अल्टीनेटर पुराना	2	Each			
8	एग्जास्ट फेन पुराना	9	Each			
9	जी.आई. अंडरग्राउंड वाक्स 18 वे	208	Each			
10	जी.आई. अंडरग्राउंड वाक्स 12 वे	40	Each			
11	एल्यूमिनियम फिक्चर 2 फुट	2	Each			
12	मेनस्विच वाक्स ६३ एम्पियर पुराना	5	Each			
13	मेनस्विच वाक्स 100 एम्पियर पुराना	12	Each			
14	मेनस्विच वाक्स ३२ एम्पियर पुराना	3	Each			
15	मेनस्विच वाक्स 16 एम्पियर पुराना	7	Each			
16	वसवार वाक्स 63 एम्पियर पुराना	8	Each			

17	वसवार वाक्स 500 एम्पियर पुराना	2	Each	
18	वसवार वाक्स 200 एम्पियर	3	Each	
	पुराना			
19	वसवार वाक्स 100 एम्पियर	1	Each	
	पुराना			
20	एम.सी.बी. वाक्स पुराना	4	Each	
21	एम.एच. लाईट वाक्स 250	93	Each	
	वाट	33	Lacii	
22	एम.एच. लाईट फिक्चर 250	76	Each	
	वाट	70	Lacii	
23	एम.एच. चोक २५० वाट	250	Each	
	पुराने खराब			
24	एम.एच. बल्व २५० वाट	300	Each	
	पुराने खराब			
25	एम.एच. कंडेन्सर	20	Each	
200	एम.एच. इग्नीकेटर	10	Co ob	
26		10	Each	
27	एम.एच. चोक १५० वाट	16	Each	
	पुराने खराब			
28	ट्यूव लाईट चोक ४० वाट	47	Each	
	पुराने			
29	कटाउट पुराने टेटे फूटे 100	22	Each	
	एम्पियर			
30	कटाउट पुराने टेटे फूटे	65	Each	
	200 / 300 / 500 एम्पियर			
31	कटाउट पुराने टूटे फूटे 63	32	Each	
	एम्पियर	0_		
32	कटाउट पुराने टूटे फूटे 32	36	Each	
	एम्पियर			
33	एल्यूमिनियम कंडक्टर छोटी	900	Kg	
	बडी लच्छी			
34	ट्यूव लाईट पट्टी ४ फुट	7	Each	
	पुरानी	-		
35	स्ट्रीट लाईट फिक्चर 4 फुट	82	Each	
	पुराने			
36	वॉल फेन पुराना	1	Each	
37	चेन्जओवर स्विच वाक्स	1	Each	

### Dr. HariSingh Gour Vishwavidyalaya, Sagar (M.P.)

(A Central University)

	पुराना 100 एम.			
38	गेस्ट हाऊस निकाला हुआ पुराना कॉलिंग बार्ड	1	Each	
39	ट्रॉली टायर की पुरानी डिस्क	4	Each	
40	डीज्वाइंट रिंग पुराने	22	Each	
41	गरंडर लगभग 5 फुट पुराने	80	Kg	
42	लोहे की राड लगभग 6 फुट	40	Kg	
43	कंडयूट पाईप छोटे–बडे टुकडे	200	kg	
44	एंगिल लगभग 4 फुट	50	Kg	
45	सिंटेक्स टंकी के ढक्कन पुरानी टूटे हुये	5	Each	
46	टंकी के अंदर लगने वाली सीडी पुरानी	1	Each	
47	एल्यूमिनियम वल्ब सेड	2	Each	
48	केविन फेन पुराना	4	Each	
49	फ्रेशएयर फेन पुराना	2	Each	
50	बोर्ड 12–18 पुराने (लकडी)	6	Each	
51	बोर्ड 8—10 पुराने (लकडी)	3	Each	
52	स्ट्रीट लाईट में लग हुये पुराने क्लैंप अलग अलग डिजाइन एवं साईज के	1000 (Approx)	Kg	
53	एयर कुलर लोहे वाला	1	Each	
54	एयर कुलर फायवर वाला	1	Each	
55	एल.ई.डी. ट्यूवलाईट 4 फुट पुरानी	57	Each	
56	वाटर कूलर पुराने खराब	4	Each	
57	ट्यूबलाईट पट्टी 4 फुट पुरानी खराब	50	Each	
58	एल.ई.डी. एवं टी–5 ट्यूब लाईट पुरानी खराब	160	Each	

59	सीलिंग लाईट पुरानी खराब	66	Each		
	गोल वाली				
60	बैटरी बडी वाली पुरानी	12	Each		
61	यू.पी.एस. बैटरी छोटी वाली पुरानी	16	Each		
62	ट्यूवलाईट फिक्चर सिंगल राड पुराने खराब	56	Each		
	Total				

(Amount in Words					
,					
	Signature				
Date:					
Place:	Name:				
	Address:				
	Address				
	Seal of Firm:				

#### **TERMS & CONDITIONS**

- 1. Tender should be submitted through online only and the tenders received after due date & time shall not be considered.
- 2. The Technical Bid of the tenders received up to scheduled date & time will be considered to open online only.
- 3. The Financial Bids of the Technically Qualified Bidders will be opened on date as informed by the University Authority.
- 4. The amount of Earnest Money shall be deposited through a Demand Draft in favor of Registrar, Dr HariSingh Gour Vishwavidyalaya, Sagar (M.P.) and shall be attached with the Tender Documents. Tenders submitted without Earnest Money shall not be considered.
- 5. This scrap material is available for inspection at Vishwavidyalaya site for inspection from **O4 September 2024 to 25 September 2024** (Monday to Friday) between 10:00 AM to 3:00 PM.
- 6. The Sale Order will be issued to overall the successful bidder by Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar. The successful bidder will have to pay the full amount by Demand Draft/Pay Order, in favour of "Dr HARISINGH GOUR VISHWAVIDYALAYA, SAGAR (MP)" within 10 days from the date of receipt of the Sale Order. The amount payable will be best on the quoted rate of the successful bidder multiplied by the approximate quantity of 03+03 ton as mentioned as Annexure 'C', which is adjustable on finalization of actual weight as certified by "Dhramkanta" In case of failure to pay the requisite amount of the order value within 10 days, the Sale Order is liable to be terminated and consequently the EMD of such bidder will be forfeited.
- 7. The E.M.D. of all unsuccessful bidders will be refunded as soon as the tender is finalized. No interest will be paid by University on the EMD so deposited by bidders.
- 8. Your offer should be valid for a period of two months from the stipulated last date of opening of Technical Bid.
- The successful Agency/his authorized Representative (whose specimen signature is duly attested by him) should present, while taking delivery to Steel, Wooden and Electrical Scrap Material (Assorted) on schedule date & time as intimated by the University Authority/ Committee.
- 10. In case of repetitive instances of delivery not being taken in part/full by the successful bidder within 10 days from the date of intimation, The University will be free to finalize with another party without having any financial obligation to the agency and the EMD will stand forfeited in such a case. The University decision in this regard will be final and binding on you.
- 11. The successful bidder will have to lift the scrap material within 15 days from the date of receipt of Demand Draft / Pay Order towards requisite payment. However in case of any adverse /unforeseen circumstances the University authority as right to decide a rescheduled date for lifting such material and will be intimated to the agency in due course.
- 12. The delivery of the scrap will be given only during working hours between 10.00 a.m. to 5.00 p.m. on working days. Delivery will not be given on Saturdays, Sundays & Public Holidays.
- 13. The movement of bidder or his representative/labourer in the campus will be restricted. Vishwavidyalaya will not be responsible for any injury/mishap caused due to such unauthorized movement of the agency representative or his labourers engaged for lifting the scrap.

- 14. The Steel, Wooden and Electrical Scrap Material (Assorted) will be available on "AS IS & WHERE IS" and "ON NO COMPLAINT BASIS at various location in university premises. The successful bidder will make all arrangements to take delivery from location at their own cost.
- 15. The rate should be mentioned in words and also in figures.
- 16. Dr HariSingh Gour Vishwavidyalaya reserves the right to reject any or all Tenders at their discretion without assigning any reason thereof.
- 17. All the Govt Levies like GST etc. will be borne by the successful bidder. The quoted rates should be exclusive of all these taxes.
- 19. All the correspondence regarding this tender should be addressed to the Registrar, Dr Harisingh Gour Vishwavidyalaya, Sagar (MP). The Agency will have to clear the site just after lifting the material from the specified place.
- 20. The rates are to be quoted in the prescribed form attached (Annexure C). Rate filled at any other place in the tender document will not be considered. Rate will be considered only in excel sheet format.
- 21. All labour, tools and equipment for removing/loading the scrap form Vishwavidyalaya shall be organized by the agency at their own cost. The personnel so employed for lifting the scrap items shall strictly obey the safety rules in force and Vishwavidyalaya will not be responsible for breach of any rules by the personnel of the agency in any way whatsoever.
- 22. The job shall be done without damaging the premises/ roads/ drains/ etc. in the compound. The agency shall make good the damages, loss, etc., in the occurrence of any such event.
- 23. All statutory payments, like minimum wages prescribed, compensation in case of accident or loss, etc., to the workers employed by the agency for the removal of the scrap shall be the sole responsibility and borne by the agency.
- 24. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by such tenderers, who resort to canvassing, will be liable to rejection.
- 25. The interested agency or their authorize representative should sign each & every page of the tender documents
- 26. The Tender is issued subject to the jurisdiction of the local courts at Sagar only. All disputes arising out of the tender shall be settled at the jurisdiction of the competent Court at Sagar only.
- 27. Buyer will have to weigh the material on weigh Bridge at his own cost.
- 28. The University may, if required, place repeat sale order to the vendor equivalent to 30 % of the total quantity of the original sale order on existing rate.
- 29. एकल अथवा समस्त निविदाएं बिना कारण बताये निरस्त करने का अधिकार विश्वविद्यालय के पास सुरक्षित रहेगा, एवं उचित कारणों से न्यूनतम निविदा दर के अलावा भी निविदा विश्वविद्यालय द्वारा स्वीकृत किये जा सकेगें।
- 30. प्राप्त निविदा की वैधता निविदा प्राप्त होने की अंतिम तिथि से 90 दिनों तक रहेगी ।
- 31. एक कार्य के लिये ठेकेदार के द्वारा एक ही निविदा दी जा सकेगी ।

- 32. कार्य सबलेट नहीं किया जा सकेगा ।
- 33. यदि न्यूनतम निविदाकार अपनी दरें वापिस लेता है तब सुरक्षा निधि की राशि राजसात की जावेगी, एवं उन्हें संबंधित कार्य के लिये पुनः निविदा देने का अधिकार नहीं होगा ।
- 34. यदि अपरिहार्य कारणों से निविदा खोले जाने की घोषित तिथि पर निविदा नहीं खोले जाते है, तब निविदा खोले जाने की सूचना अलग से प्रदान की जायेगी ।
- 35. किसी भी प्रकार के विवाद की स्थिति में कुलपति का निर्णय अंतिम एवं उभयपक्षों को बंधनकारी होगा।

**REGISTRAR** 

Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

ANNEXURE - I

#### INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal.

More information useful for submitting online bids on the CPP portal may be obtained at <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>.

#### **REGISTRATION**

- Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL:http://eprocure.gov.in/eprocure/app) by clicking on the link "Online Bidder Enrolment" on the CPP portal which is free of charge.
- 2 .As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3. Bidders are advised to register their valid email address and mobile number as part of registration process. These would be used for any communication from the CPP portal.
- 4.Upon enrolment, bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudra etc.) with their profile.
- 5.Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6.Bidders then logs in to the site through the secured log in by entering their user ID/ Password and the password of the DSC/e-Token.

#### **SEARCHING FOR THE TENDER DOCUMENTS**

- 1. There are various search options built in the CPP portal, to facilitate the bidders to reach active tenders by several parameters. These parameters could Tender ID, Organization Name, Location, Date Value, etc. There is also an option of advanced search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.
- 3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### PREPARATION OF BIDS

- Bidder should take in to account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ DWF/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned document.
- 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

- 1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3. Bidder has to select the payment option as "offline" to pay EMD as applicable and enter details of the furniture/Material.
- 4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted to the concerned official latest by the last date as specified in the tender document. The details of DD/ other accepted Material physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5. Bidders are requested to note that they should necessarily submit their financial bids in format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of bidder). No other format is acceptable.
- 6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7. Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 8. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to process of online bid submission or queries relating to CPP portal in general may be directed to the 24X 7 CPP Portal Helpdesk.

#### **INTEGRITY PACT**

To,	
	,
	,
Sul	o: NIT No. <b>R/EE/IWD/2024/187 Dated 04.09.2024</b>
	for the work "Disposal of Steel, Wooden and Electrical Scrap Material (Assorted) Laying in
	Dr Harisingh Gour Vishwadiyalaya, Sagar (M. P.)."

Dear Sir,

It is hereby declared that Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Dr. Harisingh Gour Vishwavidyalaya, Sagar.

Yours Sincerely

Registrar Dr. Harisingh Gour Vishwavidyalaya, Sagar

#### **INTEGRITY PACT**

ا	Registrar,
	,

Sub: Submission of tender for the work of "Disposal of Steel, Wooden and Electrical Scrap Material (Assorted) Laying in Dr Harisingh Gour Vishwadiyalaya, Sagar (M. P.)."

Dear Sir,

To,

I/We acknowledge that Dr. Harisingh Gour Vishwavidyalaya, Sagar is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that The Making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Dr. Harisingh Gour Vishwavidyalaya, Sagar.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Dr. Harisingh Gour Vishwavidyalaya, Sagar shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

**Yours Sincerely** 

(Duly authorized signatory of the Bidder)

# To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of UNIVERSITY.

#### **INTEGRITY AGREEMENT**

This Integrity Agreement is made at ......on this......day of........ 2024.

BETWEEN

Dr. Harisingh Gour Vishwavidyalaya, Sagar represented through Registrar, Dr. Harisingh Gour

Dr. Harisingh Gour Vishwavidyalaya, Sagar represented through Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

(Hereinafter referred as the) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND
(Name and Address of the Individual/firm/Company)
Through(hereinafter referred to as the (Details of duly authorized signatory)
"Bidder/Suppliers" and which expression shall unless repugnant to the meaning or context hereof
include its successors and permitted assigns)

#### Preamble

WHEREAS the Principal /Owner has floated the Tender No.) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the "Contract". AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Suppliers(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### <u>Article 1: Commitment of the Principal / Owner</u>

- 1) The Principal/ Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- **a.** No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- **b.** The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- **c.** The Principal / Owner shall endeavor to exclude from the Tender process any person whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

#### Article 2: Commitment of the Bidder (s) / Suppliers (s)

- 1) It is required that each Bidder / Suppliers (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s) / Suppliers(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s) / Suppliers(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owners employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- **b)** The Bidder(s) / Suppliers (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any otheractionstorestrictcompetitivenessortocartelizeinthebiddingprocess.
- c) The Bidder(s) / Suppliers(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/ Suppliers(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Suppliers(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/ Suppliers(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract
  - The Bidder(s)/Suppliers(s) will not instigate third persons to commit offences

outlined above or be an accessory to such offences.

4) The Bidder(s) / Suppliers(s) will not, directly or through any other person or firm indulge in fraudulent practice **means** a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the

procurement process to the detriment of the Government interests.

5) The Bidder(s) / Suppliers(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process)

#### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Suppliers(s) and the Bidder / Suppliers accepts and undertakes to respect and uphold the Principal / Owners absolute right:

- 1) If the Bidder (s)/Suppliers(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the Suppliers shall have powers to disqualify the Bidder(s)/Suppliers(s) from the Tender process or terminate /determine the Contract, if already executed or exclude the Bidder/Suppliers from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD / Performance Guarantee / Security Deposit:

  If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Suppliers.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Suppliers, or of an employee or a representative or an associate of a Bidder or Suppliers which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Suppliers as deemed fit by the Principal/Owner.
- **3.** If the Bidder/Suppliers can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its

own discretion, revoke the exclusion prematurely.

#### Article 5: Equal Treatment of all Bidders/Suppliers/Sub Suppliers

- 1) The Bidder(s)/Suppliers(s) undertake(s) to demand from all sub Suppliers a commitment in conformity with this Integrity Pact. The Bidder / Suppliers shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-Suppliers/sub-vendors.
- 2) The Principal / Owner will enter e with all Bidders and Suppliers.
- 3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Suppliers / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, UNIVERSITY.

#### **Article 7- Other Provisions**

- 1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head** quarters of the Division of the Principal / Owner, who has floated the Tender.
- **2.** Changes and supplements need to be made in writing. Side agreement shave not been made.
- **3.** If the Suppliers is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- **4.** 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 intensions.
- **5.** It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any actiontaken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation** there of shall not be subject to arbitration.

#### **Article 8- Legal And Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

and date first above mentioned in the presence of following witnesses:	
	(For and on behalf of Bidder/Suppliers)
	(For and on behalf of Bidder/ Suppliers)
WITNESSES:	
1. (Signature, name and address)	
2. (Signature, name and address)	
Place :	
Date :	