

### E-TENDER FOR CIVIL WORK

# NAME OF WORK – Providing and fixing of computer lab platform & all section work in I.O.E.T.

## **OCTOBER – 2024**

### N.I.T. No. R/EE/IWD/2024/191

Date of release of tender	11.10.2024
Last date & time of submission of bid	18.10.2024 up to 03.00 PM
Last date of submission of original EMD through Speed Post/Registered Post	25.10.2024
Date & time of opening of tender (Technical Bid)	28.10.2024 at 03.30 PM
Date & time of opening of Financial Bid	Will be informed later

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# NAME OF WORK: Providing and fixing of Computer lab Platform & all section work in I.O.E.T.

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This NIT contains forty eight pages only.

#### REGISTRAR

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

(A Central University)

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

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

On behalf of Dr. Harisingh Gour Vishwavidyalaya, Sagar online percentage 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 18.10.2024 up to 3.00 PM. The details of said work as below:

S. 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 and time of submission of bid	Date and time of opening of tender
1	191	Providing and fixing of Computer lab Platform & all section work in I.O.E.T.	5.25 Lakhs	10,500.00	02 Months	18.10.2024 up to 3.00 PM	28.10.2024 at 03.30 PM

The Bid Forms, tender document, eligibility criteria and other details can be downloaded from the University website: <a href="https://eprocure.gov.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/2024/191

सागर, दिनांक 11.10.2024

### निविदा आमत्रण स्चना (NIT)

डॉक्टर हरीसिंह गौर विश्वविद्यालय, सागर (म.प्र.) द्वारा Providing and fixing of computer lab platform & all section work in I.O.E.T. कार्य के लिए Percentage Rate निविदा क्रमांक 191 केवल e-tendering के माध्यम से आमंत्रित की जाती है। विस्तृत शर्ते एवं निविदा प्रपत्र विश्वविद्यालय की वेबसाईट <u>www.dhsgsu.edu.in</u> & <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> पर देखी एवं डाउनलोड की जा सकती है।

कुलसचिव (प्र.)

#### GENERAL INSTRUCTIONS TO THE CONTRACTORS WHO ARE SUBMITTING TENDER

- 1. The tenderers should read all the instructions, terms & conditions, contract clauses, nomenclature of items, specifications etc. contained in the tender documents very carefully before quoting the rates.
  - The contract shall be drawn as per General Conditions of Contract for CPWD works 2020 with corrections issued up to date with due modifications to suite to the University. This document is available as a priced publication in the market.
- 2. Contractors shall fill the tenders properly and carefully. They should avoid quoting absurd rates and making too many corrections in tenders. The rates should also be quoted in figures as well as in words otherwise the tender will be treated as rejected.
- 3. In the percentage rate tender, the contractors are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the schedule specified.
- 4. Contractors shall quote their rates/percentage only on the tender documents/schedule issued by the University.
- 5. The Contractors shall quote the rates keeping in mind the specifications terms & conditions and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified.
- 6. The contractor submitting the tender should read the schedule of quantities, additional conditions, additional specifications, particular specification and other terms and conditions given in the NIT and drawings. The tenderer should also read the General conditions of contract for CPWD works 2020 which is available as Govt. of India publications. However provisions included in the tender document shall prevail over the provisions contained in the standard form. The contractor should also visit the site of work and acquaint himself with the site conditions before tendering.
- 7. Tenders with any condition including that of conditional rebates shall be rejected forthwith. Rates of such tenders shall neither be read out nor entered in tender opening register at the time of opening of tenders.
- 8. The GST and other statutory deductions shall be applicable as per the prevailing law of land and as per the rule as applicable in CPWD.
- 9. The tender, which is not duly signed by authorized signatory or is conditional shall be treated as non-responsive and shall be summarily rejected.
- 10. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must be disclosed that the firm is duly registered under the Indian Partnership Act 1952.

- 12 Further to save upon any loss in this regard to progress the work, University may deploy any other agency of equivalent competence to take up the work at the same rate with agreed and approved terms and conditions as applied in your case.
- 13. Dr. Harisingh Gour Vishwavidyalaya reserves the right to reject any or all the tenders at their discretion without assigning any reason thereof.
- 14. The GST and other statutory deductions shall be applicable as per the prevailing law of land and as per the rule as applicable in CPWD. The contractor shall deposit royalty and obtain necessary permit for supply of the red Bajri, stone, kankar etc from the local authority.
- 15. The tender submitted shall become invalid if the Tenderer is found ineligible.
- 16. The bid forms, tender document, eligibility criteria and other details can be seen and downloaded from the University website www.dhsgsu.edu.in & CPP Portal also.
- 17. The bidder should not have incurred any loss in more than two years during available last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.
- 18. The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.
- 19. निविदाकारों को ESI एवं EPF का पंजीयन करवाना अनिवार्य है।
- 20. In account of GST no extra payment will be made by the university.
- 21. Prevailing cost index as enforced as on date in CPWD will be applicable.
- 22. In case of any discrepancy in Hindi & English version, English Version shall prevail.
- 23. Technical Bid for eligibility criteria of all tenders shall be opened first. Eligibility related documents shall be evaluated and parties qualified/ disqualified by the competent authority would be notified on CPP Portal and subsequent financial bid of technically qualified bidder shall then be opened and notified later.
- **24.** Tenders received after due date & time shall not be considered.
- 25. Tender form and other conditions of the contract can be seen and downloaded from the University website www.dhsgsu.edu.in and CPP Portal. Bid document must be submitted only on CPP Portal within the stipulated time.
- 26. Rate filled at any other place in the tender document will not be considered. Rate will be considered only in excel sheet format. accept No condition will be accepted.

#### **REGISTRAR**

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

(A Central University)

#### TECHNICAL BID DOCUMENT

The enlistment of the contractors should be valid on the last date of download of tenders. In case only the last date of download of tender is extended, the enlistment of contractor should be valid on the original date of download of tender. In case both the last date of receipt of application and download of tenders are extended, the enlistment of contractor should be valid on either of the two date's i.e. original date of download of tender or on the extended date of sale of tenders.

Eligibility Criteria for Technical Bid: Contractors other than eligible/empanelled contractors of Vishwavidyalaya and CPWD (i.e. MES, Railway & other Central PSU's) must furnish the definite proof from the appropriate authority of having satisfactorily completed three similar works of value 40% or two similar works of value 60% or one similar work the value 80% of estimated cost during last five years, the tenderer should also submit the copy of registration, PAN, GST, Experience detail along with the necessary certificates as mentioned in the tender documents form A, B, C, D, E, EMD, Bank Solvency Certificate, last 5 year turnover certificate etc. and other details as mentioned in the tender document.

- a. The intending bidder must read the terms and conditions of tender document carefully. He should only submit his bid if he considers himself eligible and is in possession of all the documents required.
- b. Information and Instructions for bidders posted on website shall form part of bid document.
- c. The bid document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.dhsgsu.edu.in and cpp portal.
- d. Original EMD in the form of DD/ FDR/ Banker Cheque or as per GFR 2017 (or through NEFT/RTGS) should be sent through Speed Post/Registered Post only within 07 days from the last date of bid submission on the address of "Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) 470003" in an envelope, duly super scribed as EMD.

REGISTRAR

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

(A Central University)

## NOTICE INVITING E-TENDER (NIT No. R/EE/IWD/2024/191)

- Percentage rate tenders are invited on behalf of the **Dr. Harisingh Gour Vishwavidyalaya**, **Sagar** from approved and eligible contractors for the work of **Providing and fixing of computer lab platform** & all section work in I.O.E.T.
- 1.1 The work is estimated to cost **Rs. 5,25,000.00/-** This estimate, however, is given merely as a rough guide.
  - 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate division to deal with all matters relating to the invitation of tenders.
    - For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.
  - 1.1.2 The tenders will be issued to only eligible contractors to the entire satisfaction of the competent authority.
- 2. Agreement shall be drawn with the successful tenderer on prescribed CPWD Form No. 7/8, which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 3. The site for the work is available.
- Tender form and other conditions of the contract can be seen and downloaded from the University website <a href="https://www.dhsgsu.edu.in">www.dhsgsu.edu.in</a> and <a href="https://www.dhsgsu.edu.in">cpp portal</a>.
  - The necessary documents can be seen in the office of the **IWD** between hours of 11.00 A.M. & 04.00 P.M. from 11.10.2024 to 18.10.2024, every day except on Saturday, Sundays and Public Holidays.
- 6. The finally selected agency will furnish the performance guarantee for a sum equivalent to 3% (Five Percent) of the individual work order amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case the guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank.
- 8. The description of the work is as follows **Providing and fixing of Computer lab platform & all section work in I.O.E.T.** Copies of other drawings and documents pertaining to the works will be opened for inspection to tenderers at the office of the **IWD**, **Dr. Harisingh Gour Vishwavidyalaya**, **Sagar (M.P.)**

Tenderers are advised to inspect and examine the site and its surroundings to satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any misunderstanding or

otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the University and local conditions and other factors having a bearing on the execution of the work.

- 9. The University does not bind itself to accept the lowest or any other tender and reserves the authority to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
- 10. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenderer submitted by the contractors who resort to canvassing will be liable to rejection.
- 11. The University reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 12. The contractor shall not be permitted to tender for works in the University if his any near relative is posted as an officer in any capacity between the grades of University Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the University. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this University.
- 13. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India/ State Govt./University is allowed to work as a contractor for a period of two years after his retirement from Government service, without the prior written permission of the Government of India/State Govt./University. Such contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 14. The tender for the works shall remain open for acceptance for a period of Ninety days from the date of opening of financial bid. If any tenderer withdraws his tender before said period or issue of letter of acceptance whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of work.
- 15. This Notice Inviting e-Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the accepting authority, shall **within 07 days** from the stipulated date of start of the work, sign the contract consisting of:
  - a) The notice inviting e-tender, all the documents including additional conditions specifications and drawings if any, forming part of the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - b) The contract shall be drawn as per General Conditions of Contract for CPWD works 2020 with corrections issued up to date with due modifications to suite to the University. This document is

available as a priced publication in the market and University web-site.

- c) As and when it is required to take up/execute a set of work /jobs, the same shall be assigned to one of the short listed agencies starting from original L1 on a work order slip. In the best interest of the University subsequent work may be assigned to the different agencies among L2, L3, L4 and L5 etc, on the accepted rate of lowest tenderer as per the CPWD work manual/ procedure. The contractor will raise the bill for work done & payment shall be made accordingly.
- 16. It will be obligatory on the part of the tenderer to sign the tender documents for all the components (The schedule of quantities, conditions and special conditions etc.).
  - 16.1 After the work is awarded, the contractor will have to enter into agreement
  - 16.2 A recovery of 1% (One percent) of total of the work done shall be made from the bill of the contractor on account of worker welfare cess Act of 1996.

#### REGISTRAR

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

### नियम एवं शर्ते :-

- 1. कार्य से संबंधित विस्तृत स्पेसीफिकेशन, लोक निर्माण विभाग / केन्द्रीय लोक निर्माण विभाग के प्रभावशील होंगे ।
- 2. 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।
- 3. प्राप्त निविदा की वैधता निविदा प्राप्त होने की अंतिम तिथि से 90 दिनों तक रहेगी ।
- 4. दरें समस्त टैक्सों सहित होगों, एवं किसी भी प्रकार का अतिरिक्त भुगतान नहीं होगा ।
- 5. समस्त टैक्स इत्यादि की कटौती शासन के नियमानुसार की जावेगी ।
- 6. कार्य का भुगतान किये गये कार्य के वास्तविक माप के आधार पर होगा ।
- 7. कार्य का भुगतान कार्य पूर्ण होने के उपरांत एवं कार्य के प्रभारी का कार्य से संतुष्ट होने के उपरांत होगा।
- 8. कोई भी निरस्त सामग्री अथवा कार्य, ठेकेदार को स्वयं के खर्चे पर कार्य स्थल से हटाना होगा ।
- 9. कार्य से संबंधित विस्तृत डिजाइन, ड्राइंग, स्पेसीफिकेशन, भवन निर्माण विभाग द्वारा प्रदान किये जायेगें
- 10.आवश्यकता होने पर प्रयोग होने वाली सामग्रियों की वांछित टेस्ट रिपोर्ट ठेकेदार को स्वयं के खर्चे पर प्रस्तुत करना होगी।
- 11.आवश्यकता होने पर उचित कारणों से निर्माण कार्य अवधि में समय वृद्धि कार्यपालन यंत्री द्वारा की जा सकेगी यदि उक्त समय वृद्धि सीमा में भी कार्य पूर्ण न होने की स्थिति में 0.5 प्रतिशत प्रति सप्ताह की दर से दण्ड आरोपित किया जायेगा, जो कि अधिकतम, अनुबंधित राशि के 5 प्रतिशत तक सीमित होगा ।
- 12.निर्माण कार्य गुणवत्ता के अनुरूप न पाये जाने पर, जबकि वह निरस्त करना आवश्यक न हो दरों में उचित प्रकार से कटौती करके भुगतान किया जा सकेगा ।
- 13. कार्य के भुगतान से 5 प्रतिशत राशि सुरक्षा निधि के रूप में काटी जावेगी, एवं जमा अर्नेस्ट मनी राशि, इस 5 प्रतिशत राशि में समाहित होगी।
- 14.कार्य अधूरा छोड़ने पर, कार्य किसी अन्य एजेंसी से, संबंधित ठेकेदार की रिस्क एण्ड कास्ट पर पूर्ण करवाया जा सकेगा।
- 15. निर्माण कार्य अवधि की गणना Schedule 'F' के अनुसार की जावेगी ।
- 18 किसी भी प्रकार का अग्रिम भुगतान नहीं होगा ।
- 19. आवश्यकता होने पर दी गई आवश्यकता होने पर न्यूनतम निविदाकार की राशि में 60 प्रतिशत तक कमी या वृद्धि की जा सकेगी, जिसके लिये ठेकेदार का किसी भी प्रकार का क्लेम मान्य नहीं होगा।
- 20. यदि ऐसे निर्माण कार्य के लिये जहां लोक निर्माण विभाग अथवा केन्द्रीय लोक निर्माण विभाग में स्पेसीफिकेशन / नियम विनिर्दिष्ट नहीं है, वह कार्य प्रभारी इंजीनियर के द्वारा प्रदत्त निर्देशानुसार करना होगा ।
- 21. कार्य का अंतिम भुगतान होने के एक वर्ष के भीतर देयक के पोस्ट अंकेक्षण / पोस्ट तकनीकी परीक्षण में यदि कार्य के किसी मद में अधिक राशि के भुगतान का होना पाया जाता है तो अधिक भुगतान की वह राशि संबंधित

ठेकेदार से वसूली योग्य होगी, अथवा संबंधित ठेकेदार को कार्य के किसी मद में कम भुगतान हुआ है तो ठेकेदार उचित भुगतान पाने का अधिकारी होगा ।

- 22. यदि किसी कारणवश विश्वविद्यालय कार्य स्थल उपलब्ध कराने में असमर्थ रहता है, अथवा किसी अपरिहार्य कारणों से निर्माण कार्य के दौरान निर्माण कार्य में अवरोध उत्पन्न होता है, जो कि कार्य बंद होने से 60 दिनों की अविध तक पुनः प्रारंभ नहीं कराया जा सकता तब संबंधित ठेकेदार की इच्छानुसार कार्य का अनुबंध उसी स्थिति में समाप्त किया जा सकेगा, एवं किये जा चुके कार्य का भुगतान ठेकेदार को किया जायेगा ।
- 23. विभिन्न कार्य मदों के संपूर्ण लागत मूल्य में न्यून होने के आधार पर न्यूनतम मूल्य की गणना की जावेगी
- 24. आवश्यकता होने पर संस्था हित में निर्माण कार्य के दौरान डिजाइन, ड्राइंग म आवश्यक परिवर्तन प्रभारी यंत्री द्वारा किया जा सकेगा ।
- 25. कार्य की विभिन्न मदों की कुल लागत मूल्य का योग अंकों एवं शब्दों में स्पष्ट रूप से लिखा जायें, दरों में काटा—पीटी अथवा पुर्नलेखन किये जाने पर ठेकेदार के द्वारा वह दर प्रतिहस्ताक्षरित की जावें।
- 26. एक कार्य के लिये ठेकेदार के द्वारा एक ही निविदा दी जा सकेगी ।
- 27. ठेकेदार के द्वारा निर्माण कार्य में संलग्न मजदूरों को शासन द्वारा घोषित उचित न्यूनतम वेतन दरों से भुगतान किया जावेगा, एवं मजदूरों के हित में शासन द्वारा घोषित नियमों का पालन ठेकेदार के द्वारा किया जायेगा ।
- 28. कार्य सबलेट नहीं किया जा सकेगा ।
- 30. यदि निर्माण कार्य के दारान निर्माण से संबंधित अन्य कोई आइटम करवाया जाना आवश्यक होता है, एवं जिसकी दर निविदा में मंजूर नहीं है तब ऐसे आइटम को ठेकेदार को करना होगा, एवं ऐसे कार्य की दर का निर्धारण कार्यपालन यंत्री द्वारा दर विश्लेषण के आधार पर किया जावेगा ।
- 31. आवश्यकता होने पर चलित देयक का भुगतान किया जावेगा ।
- 32. 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 ।
- 33. यदि अपरिहार्य कारणों से निविदा खोल जाने की घोषित तिथि पर निविदा नहीं खोले जाते है तब निविदा खोले जाने की सूचना अलग से प्रदान की जायेगी ।
- 34. General Condition of contract for C.P.W.D. shall be applicable.
- 35. The Contractor shall submit an irrevocable Performance Guarantee for a sum equivalent to 3% (Three Percent) of the individual work order amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement. The performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. After the work is awarded, the contractor will have to enter into agreement.
- 36- जब बिल भुगतान के लिए देय होता है, ठेकेदार शुरू में प्रारूप कम्प्यूटरीकृत पैमाइश शीटों को प्रस्तुत करेगा और इन पैमाइश शीटों का भारसाधक इंजीनियर और अथवा उसके प्राधिकृत प्रतिनिधि से निरीक्षण/टेस्ट जांच कराया जाएगा। इसके बाद ठेकेदार इन जांच/परीक्षण जांच के दौरान किए जाने वाले ऐसे परिवर्तनों को अपनी

कम्प्यूटरीकृत शीटों के प्रारूप में समाविष्ट करेगा और विधिवत् जिल्द बन्द, मशीनी नम्बरों के पृष्ठों वाली कम्प्यूटरीकृत मूल्यांकन पुस्तक विभाग को प्रस्तुत करेगा।

37. 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.)

(A Central University)

#### **QUALIFICATION INFORMATION**

#### LETTER OF TRANSMITTAL

To,

The Registrar Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)-470003

Sub:- Providing and fixing of computer lab platform & all section work in I.O.E.T.

Sir,

Having examined the details given in notice inviting qualification application and tender and the qualification documents for the above work, I/ We here by submit the qualification application documents (Eligibility Criteria) and the tender(financial bid) for the work duly filled.

- 1. I / We here by certify that all the statement made and information supplied in the enclosed forms and accompanying statements are true and correct.
- 2. I / We have furnished all information and details necessary for deciding our eligibility to be qualified for taking part in the tendering process for the work. We have no further information to supply.
- 3. I / We submit the requisite solvency certificate and authorize the Registrar Dr. Harisingh Gour Vishwavidyalaya Sager or His representative to approach the bank concerned to confirm the correctness of the certificate. I / We also authorize the Registrar to approach individuals, firms and corporations to verify our competence and general reputation.
- 4. I / We submit the following certificates in support of our suitability, technical knowhow and capability for having successfully completed following works.

Name of work Certificate form

I am / We are aware that the tender documents (Financial bid) will not be opened if I am / We are not qualified to take part in the tendering process.

Seal of the Applicant

Date of submission

Signature(s) of the Applicants

### **ACCEPTANCE**

The above tender is ac	cepted by me for and on behalf of The Dr Harisingh Gour Vishwavidyalay
Sagar M.P @	% above /below/at par of total estimated cost for civil work.
The letters referred below shall	l form part of this contract Agreement:-
a)	
b)	
c)	

REGISTRAR
FOR AND ON BEHALF OF THE
DR. HARISINGH GOUR VISHWAVIDYALAYA
SAGAR (M.P.)

Signature

Designation

Dated

### **CORRIGENDUM**

S. No.	FOR	READ
1.	Govt. of India	DR. HARISINGH GOUR VISHWAVIDYALAYA SAGAR (M.P.)
2.	President of India	DR. HARISINGH GOUR VISHWAVIDYALAYA SAGAR (M.P.)
3.	Director General Works	KULPATI DR HARISINGH GOUR VISHWAVIDYALAYA SAGAR (M.P.)
4.	CPWD (Department)	IWD DR HARISINGH GOUR VISHWAVIDYALAYA SAGAR (M.P.)
5.	Chief Engineer	B.W.C. DR HARISINGH GOUR VISHWAVIDYALAYA SAGAR (M.P.)
6.	Superintending Engineer	T.S.C. DR HARISINGH GOUR VISHWAVIDYALAYA SAGAR (M.P.)
7.	Executive Engineer	EXECUTIVE ENGINEER DR HARISINGH GOUR VISHWAVIDYALAYA SAGAR (M.P.)

(A Central University)

### **SCHEDULES**

SCHEDULE 'A'	SCI	HED	$\mathbf{UL}$	$\mathbf{E}$	•	4'
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Schedule of Items (Enclosed):

#### **SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

S. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
			-NII	

#### **SCHEDULE 'C'**

### Tool and plants to be hired to the contractor

S. No.	Description	Hire charges per day	Place of issue
1	2	3	4

,	N	TT	
	IN		

#### SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any. -



#### SCHEDULE 'E'

Schedule of component of Cement, Steel, Other Materials, Labour etc. for price escalation.

N.A.

**SCHEDULE 'F** 

Reference to General Conditions of Contract:-

Name of work: Providing and fixing of computer lab platform & all section work in I.O.E.T.

Estimated Cost of work: - Rs. 5,25,000.00/-

Earnest Money Deposit - 2 % of Estimated Cost of work

Performance Guarantee:- 3% of work order value.

Security Deposit: 5% of work order value.

**GENERAL RULES & DIRECTIONS** 

Officer inviting tender Registrar

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

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with

Clauses 12.2 & 12.3 See below

**Definition:** 

2(i) Engineer-in-Charge **Executive Engineer I.W.D.** 

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

2(viii)Accepting Authority Kulpati

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

2(x) Percentage on cost of material and labour to cover all overheads and profits.

15%

2(xi) Standard Schedule of Rates DSR 2023

with upto date correction slips. for civil work

2(xii) Department IWD Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.)

Standard CPWD contract Form CPWD form 7/8 (Print edition 2007) corrected upto the date

and due modifications to suit the University till date of

receipt of tender.

Clause 1

i) Time allowed for submission of Performance Guarantee from the

date of issue of letter of acceptance. 7 days

**ii)** Maximum allowable extension beyond the period as provided

In i) above. **N.A.** 

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Clau		ority for fixing compensation clause 2	1	BC or any operson/ condo so	other nmittee authorized to
		hether clause 2A shall be ap	plicable	- No	
Clause 5  (i) Number of days from the date of issue of acceptance for Reckoning date of sta Miles Stones: As per table given below			t.	06 days or a	s decided by engineer in-chargre
		TABL	E OF MILE S	TONES (S)	
	S. No.	Description of Milestone	Time Allowed		Amount to be with-held in
		(Physical)	(from date of	,	case of non achievement of milestone.
	Nil	Nil	1	Nil	Nil
ii)	Time allo	wed for execution of work		as per the r	elevant work order
iii) Authority to give fair and reasonable extension of time for completion of			ork a	EE/Registra authorized to	
Clau	ıse 6, 6A				
Clau	se applicabl	e - (6  or  6A).	C	lause-6	
Clau	of advan	ork to be done together with a ces for material collected, if a ment for being eligible to interest or the cest of	any, since the l	ast Not	below Rs 50000 or as decided by University authority
List	nd when rec	quipment, tools to be provi quired as per norms 2. 4.	ded by the con		te lab.
	with stip exceeding use 11	OCC to be applicable in control ulated period of completion g the period shown in next co		03 months	
Clau	for execuse 12 12.2 & 1 Clauses 1 apply for	ntions to be followed ntion of work 2.3Deviation Limit beyond v 12.2 & 12.3 shall Building work riation Limit beyond which	which	-	offication 2023 Vol I & II  0%

		Clauses 12.2 & 12 pply for Foundat			100	)%	
Co	-	ent Authority for reduced rates.			Engineer In or equivalent	<b>charge</b> officer in charge	e of work.
Cl	lause 1	8					
		-	inery, tools & pla er norms) As per t	_		ntractor at site.	
1. 3.		Nil Nil		Ni Ni	l l		
C	lause 3	66 (i)					
		Requirem	ent of Technical	Representative	e(s) and Recov	ery Rate	
	Sl. No.	_	lification for of Technical No. required.	Minimum E	xperience	made from the	recovery shall be contractor in the filling provision of
		(I) More than Rs. 10 Lac (Graduate or retired AE possessing) No.	(II) More than Rs. 5 Lac (Recognized Diploma holder). No.	(Graduate or retired AE possessing)	(Recognized Diploma holder).	Graduate or retired AE possessing	(Diploma holder)
[	1.	One	One		3 Years	15000/-	10000/-
pe	ert with lause 4 i) tl & S	graduate Engine (a) Schedule/staneoretical quantity bitumen on the chedule of Rates	ntement for determ	nining CPWD.	e are notding D	ipioma wili be ti	eated As
a)	Cemo put to for w	ent for works with tender not more works with estimater more than Rs	h estimated cost than Rs	•	3% plus / min 2% Plus/Min		
b)		nen for all works			2.5% plus on nil on minus	ly &	
c)	sectio	ns for each diam	nd structural steel eter, section and		2% plus / min	nus	
d)	catego All of	ther materials.			NIL		

### RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of item	Rates in figures and recovery be made from the Co Excess beyond permissible variation	ontractor
1.	Cement	NIL	NIL
2.	Steel reinforcement	NIL	NIL
3.	Structural Sections	NIL	NIL
4.	Bitumen issued free	NIL	NIL
5.	Bitumen issued at stipulated fixed Price	NIL	NIL

#### REGISTRAR

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

#### **ADDITIONAL CONDITIONS:**

- 1. In case of any variation between different applicable terms and conditions, the following order of precedence shall be followed:-
  - (i) Nomenclature of Item
  - (ii) Additional Conditions
  - (iii) CPWD-7/8
  - (iv) General Conditions of Contract
- 2. Any change in Bid after opening of tender will not be allowed.
- 3 Before tendering, the tenderer shall inspect the site of work and shall fully acquaint himself about the Conditions with regard to site, nature of soil, availability of materials, suitable location for construction of godowns, stores and labour huts, the extent of leads and lifts involved in the work over the entire duration of contract including local conditions, traffic restrictions, obstructions, and other conditions and restrictions by the administrative authorities, and such other factors as may be required for satisfactory execution of the work. He should take into consideration all such factors and contingencies while quoting his rates. No claim whatsoever shall be entertained by the Department on this account.
- 4. The contractor must study the specifications and conditions carefully before tendering.
- 5 The contractor shall submit the programme of execution of work within a week after taking over of the site and get it approved from the Engineer-in-Charge and strictly adhere to the same for timely completion of the work.
- 6. The contractor shall have to make approaches to the site, if so required, and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-Charge. Nothing extra shall be paid on this account.
- 7. The work shall be carried out in such a manner so as not to interfere or effect or disturb other works being executed by other agencies, if any.
- 8. Any damage done by the contractor to any existing work shall be made good by him at his own cost, failing which the same shall be got done at his risk and cost.
- 9. The work shall be carried out in a manner complying in all respects with the requirement of relevant byelaws of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
- 10. For completing the work in time, the contractor might be required to work in two or more shifts including Night shifts and no claims whatsoever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay extra amount to the labourers and other staff engaged

directly or indirectly on the work according to the provisions of the labour regulation and/or for any other reason.

- 11. The contractor shall make his own arrangements for obtaining electric and water connections, if required, and make necessary payments directly to the authority concerned. The department will, however, make reasonable recommendations to the authority concerned in this regard. (The department will, however, make water arrangements; one percent amount shall be deducted as water charge from bills to be paid to the contractor
- 12. The contractor or his authorized representative should always be available at the site of work to take instructions from departmental officers, and ensure proper execution of work. No work should be done in the absence of such authorized representative.
- 13. No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of the work and no such claim on this account will be entertained.
- 14. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on the boulders, stone aggregate, shingle, earth, sand, bajri etc. collected by him for the execution of the work direct to the concerned Revenue Authority of the State or Central Govt. His rates are deemed to include all such expenditure and nothing extra shall be paid.
- 15. The malba/garbage removed from the site shall be disposed of by the contractor at any other suitable place as directed by the Engineer-in-Charge.
- 16. The contractor shall construct suitable godown at the site of work for storing the materials safe against damage due to sun, rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose and no extra claim whatsoever shall be entertained on this account.
- 17. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued to him by the department.
- 18. Contractor will quote amount including all other taxes and nothing extra shall paid on account of taxes.
- 19. Apart from above, all the amendments in the "General Condition of Contract for CPWD Works" issued upto the date of opening of tenders shall be applicable.
- 20. In partial rectification the following may be read as (i) Jamuna sand read as stone dust(ii) Secondary steel namely; Kamdhenu, Goyal, Hariom may be used in place of primary steel, however with the prior approval of the Engineer in charge
- 21. Dr. Harisingh Gour Vishwavidyalaya Sagar reserves the right to reject any or all the tenders at their discretion without assigning any reason thereof.

- 22. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night speed limit boards red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.
- 23. Contractor has to make a sample of exterior painting on the surface of wall and after getting approval from the competent authority, he has to finish the rest of work accordingly as per satisfaction of Engineer-in- charge.
- 24. The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
- 25. Contractor has to make a sample of exterior painting on the surface of wall and after getting approval from the competent authority; he has to finish the rest of work accordingly as per satisfaction of Engineer-in- charge.
- 26. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
- 27. Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.

REGISTRAR

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

### FORM 'A'

### FORM OF BANKERS'CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s./Sri	•
marginally noted address, a customer of our bank are/is respectable and can be treated engagement up to a limit of Rs	•
issued without any guarantee or responsibility on the Bank or any of the officers.	
This certificate is issued on the request of Shri/Smt./M/s	for
	Signature)
Fo	or the Bank
Note: 1) Bankers' certificates should be on letter head of the Bank, sealed in cover add authority.	dressed to
2) In case of partnership firm, certificate to include names of all partners as	

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#### FORM 'B'

#### FINANCIAL INFORMATION

I. Financial Analysis –

Details to be furnished duly supported by figures in Balance Sheet / Profit and Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Sl No	Details	Year ending 31 <sup>st</sup> March of				
1	Gross annual turnover in construction work	2022	2023	2024		
2	Profit (+) / Loss (-)					

II.	Financial	arrangement	for carry	ving out	the pro	posed	work.
	I IIIMIIOIMI	all all Sollions	IOI CHII	, 1115	uic pro	PODCG	** 0111.

- III. Income Tax PAN details
- IV. Solvency certificate from Bankers of Applicant.

SIGNATURE OF APPLICANT (S)

Signature of C.A.

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#### FORM 'C'

#### DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST FIVE YEARS ENDING **BY 31<sup>st</sup> MARCH 2024**

S. No	Name of work/pr oject & location	Owner or sponsoring organizatio ns	Agree ment No.	Scope of work *	Cost of work in Crore	Date commence ment as per contract	Stipula ted Date of comple tion	Actual date of comple tion	Litigatio n/Arbitra tion pending/ In progress with details	Name and address/ Tel No. of Officer to whom referenc e may be made	Remark
1	2	3	4	5	6	7	8	9	10	11	12
in diag	to Number	of stories in s		otuus							

<sup>\*</sup>indicate Number of stories in super structure.

Signature of Applicant (s)

In case of works carried out for private persons/ Organization copies TDS certificate along with copy of work order / Agreement should be enclosed. Private works without TDS certificates shall not be considered for valuation.

<sup>\*\*</sup> Indicate gross amount claimed and amount awarded by the Arbitrator

### FORM 'D'

### PERFORMANCE REPORT FOR WORKS REFERRED TO IN FORM 'B'&'C'

Name of the work / Project & Location.

1.

2.

Scope of work.

3.	Agreement No.
4.	Estimated Cost
5.	Tendered Cost
6.	Value of work done
7.	Date of Start
8.	Date of completion
a.	Stipulated date of completion.
b.	Actual date of completion.
9.	Amount of compensation levied for delayed Completion if any.
10.	Performance report based on Quality of Work, Time Management, and Resourcefulness : Very Good / Good / Fair
DA	ATE:-
	EXECUTIVE ENGINEER / PROJECT MANAGER OR EQUIVALENT

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#### FORM 'E'

#### STRUCTURE AND ORGANISATION

- 1. Name and address of the applicant
- 2. Telephone No./Fax No/Email address.
- Legal Status (attach copies of original document defining the legal status)
  - (a) An Individual
  - (b) A proprietary Firm
  - (c) A Firm in partnership
  - (d) A Limited Company or Corporation.
- 4. Particulars of registration with various

Government bodies (Attach attested photocopy)

- a) Registration Number.
- b) Organization / Place of registration
- 5. Names and Titles of Directors and officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
- 6. Was the applicant ever required to suspend construction for a period of more than six months continuously after the construction was commenced?
  - If so, give the name of the project and give reasons thereof.
- 7. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion?
  - If so, give the name of the project and give reasons thereof.
- 8. Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details:
- 9. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
- 10. In which field of Civil Engineering Construction/Electrical work, specialization and interest is?
- 11. Any other information considered necessary but not included above.

**SIGNATURE OF APPLICANT(S)** 

(A Central University)

### PART – I TECHNICAL BID DOCUMENT

# Name of Work – Providing and fixing of computer lab platform & all section work in I.O.E.T.

	Name & Address of the Agency	Details
SN.		
1)	a. Mobile no.	
	b. Telephone no.	
	c. Fax	
	d. E-mail	
	e. PAN (Attach copy)	
	f. GST No. of the tenderer (Attach copy)	
	Registration No. of the tenderer (Attach copy)	
	Income Tax Return (Last Three Financial Year) (Attach copy)	
	Whether bidder having previous work experience of	
	last three year (one work order of 80% of estimated	
	cost, Two work order 60% of estimated cost, Three work order of 40% of estimated cost)	
2)	Details of EMD submitted	
	DD/UTR No:	
	Date:	
	Bank Name:	
	Amount: Rs. 10,500.00	
	In Favour of	
	Payable at:	

- 3. Undertaking (as per annexure I)
- 4. No near relative certificate (as per annexure II)
- 5. Earnest Money Deposit (Scanned copy of EMD)
- 6. Bank Guarantee for Performance Security (as per annexure III)
- 7. Filled scan copy of form A, B, C, D and E
- 8. 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

(A Central University)

#### PROCEDURE FOR SUBMITTING BIDS

- Bids shall be submitted online only at CPPP website:http://eprocure.gov.in/eprocure/app. Tenderers i) are advised to follow the instructions "Instructions for Online Bid Submission" provided in **ANNEXURE – IV** for online submission of bids.
- Tenders will have to be submitted in Two Parts i.e. (a) Technical Bid and (b) Financial Bid ii) through ONLINE mode only.
- iii) EMD (Rs. 10,500/-) 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/2024/191, Dated 11.10,2024
- E-Mode or Physical Mode in the form of DD, FDR, Banker Cheque or as per GFR 2017 in favour iv) 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

The EMD in the physical form should be sent through Speed Post/Registered Post only within 07 vi) days from the last date of bid submission on the above address.

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

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**ANNEXURE - I** 

#### **UNDERTAKING**

(To be printed on the letter-head of Tenderer)

TENDER No: No: R/EE/IWD/2024/191 Dated

- a. I/We undertake that I/We have carefully studied all the terms and conditions and the proposed order understood the parameters of schedule of work and shall abide by them.
- b. I/We also undertake that I/We have understood "Parameters and Technical Specifications terms and conditions for executing the Order" mentioned in this Tender, and shall conduct the work strictly as per these "Parameters and Technical Specifications".
- c. I/We further undertake that the information given in this Tender are true and correct in all respect and we hold the responsibility for the same.
- d. I/We also undertake that the services to be provided will be in accordance with the schedule of work in the Tender Document and I/We shall be responsible for rejection/cancellation of contract if services are not found up to the mark. We also undertake to incur the costs necessary for the tests or any other certification required by the Vishwavidyalaya, to confirm the compliance with the work specifications cited in the Notice for Tender.

	Signature (with Stamp)
	Name
	Designation
Date:	
Place:	

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### **ANNEXURE - II**

### 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 execute the tender document.	
I resident of relatives of mine/proprietor/partners/directors is/are employed in the D Sagar (M.P.). In case at any stage it is found that the information g purchaser shall have the absolute right to take any action as deemed fit/w The Information/documents furnished, along with the tender document as	iven by me is false/ incorrect the ithout any prior information to me.
my knowledge and belief. I am well aware of the fact that furnishing documents would lead to rejection of my tender at any stage besides li appropriate law.	of any false information/fabricated
(Signature of Authorized Signatory) Full Name:	
Date:	
Address:	
Place:	
Seal:	

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**ANNEXURE-III** 

### PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(to be stamped in accordance with relevant Act)

Ref:	Bank Guarantee No
To, Registrar, Dr. Harisingh Gour Vishwavid Sagar (M.P.)	lyalaya,
Dear Sir,	
M/s  As an irrevocable Bank Guarant valid up to as a condition precedent for comment	ree against Performance Guarantee for an amount of, is required to be submitted by the bidder accement of the contract of supply of equipment, the amount is
liable to be forfeited on the happenic contract agreement.	ng of any contingencies mentioned in the bid documents and
Registrar, Dr. Harisingh Gour Vishwav (in figures and words) without any resby said owner shall be conclusive and the bidder.  This guarantee shall be irrevocable an extension of this guarantee is requireceiving instruction from M/s	rantee and undertake to pay immediately on demand by The idyalaya, Sagar (M.P.) the amount
Witness	
Signature	Signature
Name	Name
	Designation
Address	Bank's Common Seal
	Official Address

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### **SCHEDULE OF ITEMS**

# Name of Work: Providing and fixing of Computer lab Platform & All Section work in I.O.E.T.

S. No	PARTICULERS	Qty	Unit	Rate	Amount
1	Providing and fixing of Computer Lab Platform made of 20mm Laminated ply with M.S. Pipe frame 25 x 40 mm with 02 mm thickness i/c all essential fittings etc. Complete.				
	Aero Nautical lab = 215 Sqft.				
	E. C. Lab = 364Sqft.				
	Fashion lab = 229 Sqft.				
	Physics & Chemistry lab = 198.66 Sqft.				
	Total = 1006 sqft.	1006	Sqft	420.00	422520.00
2	Providing and fixing aluminum work for doors, windows, powder coated aluminum (minimum thickness of powder coating 50 micron) including glass panes 4mm thick, A.C.P. sheet & all fitting etc. Complete.  E. C. lab  1 x 8' x 8' = 64 sqft.  1 x 5 x 8 = 40 sqft.  Total = 104 Sqft.	104	Sqft	215.00	22360.00
				Total	444880.00
GST 18%					80078.40
Grand Total Rs.					524958.40
Say					5,25,000.00

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### LIST OF APPROVED MATERIALS (CIVIL)

- 1. Unless otherwise specified, the brand/make of the material as specified in the item nomenclature or in the particular specifications or in the list of approved materials attached in the tender shall be used in the work.
- 2. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material/ Brand/ Make.
- 3. Whenever the specified brand of material is not available than, the Engineer-in-charge may approve any material equivalent to that specified subject to proof being offered by the Contractor for its equivalence and its non-availability to his satisfaction.

1	AAC Block	Aerocon , Siporex, Ultratech, Ecolite, Concrelite, J.K.
		Laxmi (Cement Ltd.) BILTECH, Kansal, Dlite
2	AAC Block Adhesive	Blocks, Ecorex, Orilite. Ferrous crete (Ferro-1188), ARDEXENDURA
2	AAC BIOCK Addiesive	(White Star), Ultratech (Fixed-Block), STP Ltd,
		Berger Home Shield
3	Acrylic Distemper, Emulsion, Synthetic	Asian Paints, ICI Dulux, Berger, Nerolac
	Enamel Paint and Primer.	Tislan Tames, 101 Baran, Berger, Tverence
4	Epoxy Adhesive	FOSROC, Aquomix, Cholsey, BAL-ENDURA, STP
		Ltd. Berger Home Shield.
5	Aluminium Composite Panel	Alpolic, Aluco Bond Reynobond, Euro bond,
	-	Alstrong
6	Aluminium Extrusions	Hindalco Indalco, Indalco
7	Aluminium Section	Jindal, Hindalco, Indalco
8	Annealed Float Glass	Saint Gobain, Modi Guard, Asahi
9	Bitumen	Indian Oil, Hindustan Petroleum, Bharat Petroleum
10	Calcium Silicate Board/Tiles	Aerolite, Hilux, Strapan
11	CC Pavers/ Grass Pavers	Nitco, Hindustan, Ultra, KIS Concrete, Duracrete,
		Mehtab Tiles, Kaptim.
12	Centrifugally Cast Iron Pipe & Fittings	NECO,SKE,BIC, RIF, KAPILANSH, HIF
13	Ceramic Tiles	Kajaria, Somany, Nitco, Orient Bell, Johnson, RAK Ceramics
14	Chequered/Tactile Tiles	Dura, Eurocon, Modem, Hindistan, Johnson, Eavison
15	CI Manhole Cover	BIC, SKF, NICO, Hepco, Kapilansh, RIF
16	CI Double flanged non-return valves	Kirloskar, Sant, Kartar.
17	CP fittings	Jaquar, Marc, Kohlar, Prima(ISI), Grohe
18	CPVC Pipes & Fittings	Astral Flowguard, Ashirvad, Prince, Supereme,
		Finolex, VECTUS
19	Curtain Carrier/Drapery Rod	Marvel, Vista, levior, Johson.
20	Dash fastener, Expansion Bolt	Hilti, Bosch Fischer
21	Hydraulic Door closer, Floor springs	Dorma, Hettich, Hafele, Geze
22	Ductile Iron Pipe (Water Supply)	Electro steel, Kesso, KDUPL, Electro Spun
23	EPDM Gasket	Hanu, Anand, Lescuyer
24	GRC/Tactile Tile	Unistone, Eurocon, Dazzle
25	Epoxy Grouting Compound	Pidilite, Ferous Crete (Ferro-102), MYK,
		LATICRETE, STP Ltd. Berger Home Shield
26	Epoxy Primer & Paints	Berger, Pidilite, CICO, BASF,SIKA, STP Ltd.
27	Fire Check door	Navair, Godrej, Shakti
28	Float Glass Mirror	Modi, Float, Sint Gobain, Asahi

	Flush Doors (ISI Mark only)	Century, Kitlam, Archid, Greenply, Marino, Duro, M/s GUJCON
30	Friction Stay	Earl-Bihari, Geze, Hettich, Securistyle
31	Galvanized/Stainless Steel Anchor Fasteners	Shakti, Arrow, Hilti, Fischer
32	GI Pipe & Fittings	Tata, Zenith, Jindal, Prakash Surya, Swastik, (ISI Marked only)
33	GI Sheet	Sail, TATA, Jindal or equivalent
34	Gun Metal Gate Valve	Zoloto, Leader, SANT, Prima
35	Glass Mosaic Tile	Bisazza, Italia , Palladio, Mridul
36	Gypsum Board (False Ceiling)	Boral Gypum, India Gypsum, St. Gobain
37	Hardener	Hardcrete of Snowcem India, Pidilite, CICO, Barger Home Shield
38	HDPE Pipes	VECTUS, Emco Polyfins, Pioneer, Plyfab
39	Jet Assembly for EWC/Health Faucet	Parryware, Jaguar, Marc, PRIMA (ISI)
40	Kitchen loft tank	Sintex, Tirupati Structurals Ltd. KMS Plast world P. Ltd. Planet Plastics, Sri Kamakshi Traders, Sreyah Novel InC
41	Laminate and Veneers	Merino, Greenlam, Formica, Kitlam,
42	Locks/Latch	Godrej, Harrision, Dorma, Yale, Doorset (ISI)
43	Marine Plywood/BWP Ply	Duro, Century, Greenlam
44	Melamine Polish	Asian Paints, Pidilite, ICI Dulux, Burger
45	Metel False Ceiling	Nitobond, Armstrong, Trac, Durlum, Lafarge, Anutone
46	Mineral Fibre/GRG Ceiling	Armstrong, Daiken, Anutone, Diamond, Credence
47	M.S. Pipe (Railing)	Jindal, Tata, RINL, Prakash Surya
48	M.S. Tubes	Tata, Apolo, Prakash, Surya
49	Multicoat Synthetic Plaster/Textured Exterior wll Paint	Spectrum, Heritage, Ultratech, Berger
50	Plywood	Greenply, Century, Duro
51	Polycarbonate Sheet	Danpalon (DPI), Bayer, Macrolux
52	Polysulphide/Silicon Sealant	Pidilite, Fosroc, Tuffseal, Chouksey Chemicals, Berger Home Shield
53	POP (Plaster of paris)	JK, Laxmi, Sriram Nirman, Sakarni
54	PPR Pipes	SFMC, SAFE, Poineer Industries
55	Precast CC interlocking Tiles	Hindustan, Paver India, KK
56	Precoated Profile Sheet	Tata, Bhushan or equivalent
57	Pre-laminated Particle Board	Ecoboard, Action-Tesa, Duro, Century Ply.
58	Pressed Steel door frame	M/s Engineers & Favricator, Raipur, M/s J.K. Enternprises, jaipur, M/s Jangid Engineer works, Jaipur, M/s Swastik Super Industries, Mohali
59	PTMT Fittings	Prayag, Polytuf, Pearl, Millennium, PRIMA
60	PVC Cistern	Steelbird, Jindal, Seabird, Prayag, Commander
61	PVC Connection Pipe	Supreme, Prince, Finolex
62	PVC Rain Water Pipe & Fiting	Finolax, Kisan, Kasta, Supreme, Astral, Prince
63	Ready Mix Concrete (RMC)	Lafarge, Akchon, ACC, L & T, Grasim, Ultratech, RMC Ind
64	PVC Shutter	Polygreen, Rajshri, Plstogreen, Sintex
65	PVC Water Storage Tank (Only ISI)	VECTUS, Water Well, Plasto, Polycin, sintex
66 67	Sluice Valve Solid PVC Frames and Shutters	Kirloskar, Venus, Kalpana, SANT, KARTAR, Zolto Polygreen, Rejshri, Plastogreen, Sintex

68	Stainless Steel	Jindal, Salem or equivalent
69	Stainless Steel Sink with or without Draining board.	Narali, Hindware, Frankee, Neelkanth, Jaguar
70	Stainless Steel Door/Window Fitting & Fixtures	Dorma, HGindware, Frankee, Neelkanth, Jaguar
71	Structural steel section	TATA, SAIL, RINI, Jindal
72	Supar plasticizer/ admixture	Sika, Fosroc, Chouksey , Chemicals, BASF, Berger Home Shield
73	Tensile Fabric	Bluestine, Encon, Structure Flex
74	Tile Adhesive	Ferrous Crete (Ferro-1122), Ardex Endura (Gold Star), PIDILITE (Ferrous XL), WEABR (Saint-Gobin) Sika, Thermoshield, Somany, STP Ltd., Berger Home Shield
75	Towel Ring / Towel Rod/Towel Rack	Marc, Jaguar, PRIMA, Kolhar, Grohe
76	Tubular Steel Window & Pressed Steel door frame.	M/s Engineers & Fabricator, Raipur, M/s J.K. Enterprises, Jaipur, M/s Swastik Super Industries, Mohali(Punjab) M/s Jangid Engg. Jaipur
77	UPVC Pipes & Fittings	Astral Flowguard, Ashirvad, Prince, Supereme, Finolex, VEXTUS
78	UPVC Windows	Wintech, NCL, Fenesta, Aluplast, Kommerling
79	Urinal, W.S. W.C. Sheet with Cistern	Jaguar, Tolo, Kohlar, Cera, Commander
80	Vitreous China Sanitary ware, Fittings & Fixtures	Hindware, Parryware, Jaguar, Somany, Roca, Cera
81	Vitrified Tile	Johnson-Marbonite, Somany, Kajaria, Orient Bell, NITCO, RAK
82	Wall Putty	J.K., BIRLA. SARAPUTTY, Berger, Home Shield
83	Waste Pipe	Kamal, Viking, Jaguar
84	Water Proofing Compound (Liquid)	Pidilite, Cico, Impermo, STP Ltd. Berger Home Shield
85	White Cement	J.K. White, Birla white, Grasim
86	Auditorium Chairs	Godrej, Wipro, Methodex, Bonton, Penworker, Durion, Spacewood
87	Silicon based Water repellent/weather sealant	G.E. Plastics, Dow corning wicker, BASG, Pidilite (Dr Fixit/Rott), ATP Ltd.,
88	Acrlic Smooth Exterior Paint	Asian Paint, Nerolac, Berger, ICI-Dulux, STP Ltd.
89	Fire Paint	Asian Paints, Akzo Nobel Coatings India Ltd. PROMAT, Jotun, STP Ltd.
90	Floor Hardener	Ironite, Ferrok, Hardonate, STP Ltd.
91	Ready mix Plaster	Ultra Tech, Ferrous Crete Saint Gobain, STP Ltd.
92	European Acrylic System	Durabolt, Decoturf, Moldo
93	Self levelling Cementitous	Endura, Mapeior, Kerloil, Bixxst Autolevel
94	Vinyl Flooring	Grabo (Ebaco), Gerfloor( Free will), Tarkett
95	Puff Insulated Roof panel 40/74 mm thick	Jindal, Epack, Alfa
96	Elastic Base Mat	Grabo (Ebaco) Gerfloor (Free will) Tarkett
97	Water Proofing treatment with water based polyurethane coating (UP)	Makphalt, BASF, W.R. Meadows, Gerger Home Shield

ANNEXURE - IV

### 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 http://eprocure.gov.in/eprocure/app.

#### **REGISTRATION**

- 1. 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

- 1. 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.

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- 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.

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### **INTEGRITY PACT**

Tο

would be summarily rejected.

10,	
,	
,	
Sub: NIT No. R/EE/IWD/2024/191, Dated 11.10.2024 for the work <b>Providing and fixing of Computer I.O.E.T.</b>	
Dear Sir,	
It is here by declared that Dr. Harisingh Gou	ır Vishwavidyalaya, Sagar (M.P.) is committed to
follow the principle of transparency, equity and compo	etitiveness in public procurement.
The subject Notice Inviting Tender (NIT) is a	n 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 fron	1 the tendering process and the bid of the bidder

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**

F	Registrar,		
	,		
•			
Sub:	Submission of tender for the work of <b>Section work in I.O.E.T.</b> "	"Providing and fixing of Computer lab Platform	& All

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 aton thisday of 2024.
BETWEEN
Dr. Harisingh Gour Vishwavidyalaya, Sagar represented through Registrar, Dr. Harisingh Gour /ishwavidyalaya, 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
nclude 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:

### Article 1: Commitment of the Principal / Owner

- 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.

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- **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
- 3) 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

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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
- 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.

Deposit of the Bidder / Suppliers.

### **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

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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:

date first above mentioned in the presence of following	ng 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 :	