



TENDER FOR

NAME OF WORK : Temporary Erection of Pandal & Light Decoration on the Occasion of Gour Jayanti 26/11/2022 and for other upcoming Events/Programme at Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.).

November 2022

N.I.T. No. **R/EE/IWD/2022/164**

Date of Release of tender	03.11.2022
Last Date & Time of submission of bid, copy of receipt for deposition of original EMD and other document as specified in tender	16.11.2022 up to 3.00 pm
Date & Time of opening of tender (Tech. Bid)	17.11.2022 at 4.00 pm
Date & Time of opening of Financial Bid	Will Be Informed Later

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NAME OF WORK : Temporary Erection of Pandal & Light Decoration on the Occasion of Gour Jayanti 26/11/2022 and for other upcoming Events/ Programme at Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.).

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THIS NIT CONTAINS 41 PAGES ONLY.

REGISTRAR

Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.)
(A Central University)

Notice Inviting e-Tender

Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) invites online Item Rate Bid from reputed service provider on Two Bid System for following:- **NIT No. R/EE/IWD/2022/164 Dated 03.11.2022**, **Name Of Work** : Temporary Erection of Pandal & Light Decoration on the Occasion of Gour Jayanti **26/11/2022** and for other upcoming Events/Programme at Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P). Estimated cost **Rs 6.50 Lakhs**, Earnest Money **Rs. 13000.00**, Period of completion 2 days ,Last Date & Time of Submission of Bid **16 November 2022 up to 3.00 p.m.** The Bid Forms and other details can be downloaded from the University website: www.dhsgsu.ac.in and CPPP Portal: [http:// eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app).

REGISTRAR

Tender for Temporary Erection of Pandal & Light Decoration on the Occasion of Gour Jayanti 26/11/2022 and for other upcoming Events/Programme at Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P). Tender should be submitted on or before stipulated date as mentioned in the tender document through online mode only. Manual bids shall not be accepted.

REGISTRAR

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

Tender for Temporary Erection of Pandal & Light Decoration on the Occasion of Gour Jayanti 26/11/2022 and for other upcoming Events / Programme at Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P).

Tender No: R/EE/IWD/2022/164	Dated 03.11.2022
Tender form:	To be downloaded from University web site &C.P.P. Portal only.
Bid Submission End Date & Time :	16.11.2022 up to 3.00 PM
Date & Time of EMD Submission in original to the Vishwavidyalaya	17.11.2022 up to 4.00 PM
Technical bid Opening Date & Time	17.11.2022 at 4.00 pm
Opening of Financial Bids:	Will be informed later.

1. The bidder must read the prescribed terms & conditions and accept the same to proceed further to submit the bids.
2. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked/required, otherwise, the bid will be rejected.
3. Submission of tender document confirms that bidder has unconditionally accepted all terms and conditions stipulated in the tender document.
4. The bidder has to submit the tender document well in advance before the prescribed time to avoid any delay or problem during the submission process.
5. In case the date of opening of tenders declared is a holiday or off day, the tenders shall be opened on the next working day at give
6. Changes/Amendments if any in tender documents will be displayed only on the University website at www.dhsgsu.ac.in. No intimation shall be sent individually. Bidders are requested to keep on checking the website for any such changes.

REGISTRAR

Tender Notice

Tender No: R/EE/IWD/22164

Dated 03.11.2022

Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) invites online Item Rate Bid from reputed service provider on Two Bid System for following:-

NIT No. R/EE/IWD/2022/164 Dated 03.11.2022, NAME OF WORK : Temporary Erection of Pandal & Light Decoration on the Occasion of Gour Jayanti 26/11/ 2022 and for other upcoming Events/Programme at Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P)

➤ The following documents giving full details are enclosed:

Annexure-A	General instruction to the bidder
Annexure- B	Special terms and conditions including eligibility conditions
Annexure- C	Proforma for Technical Bid and Undertaking
Annexure-D	Schedule of Quantities
Annexure- E	Instructions for Online Bid Submission

2. The tender documents can only be downloaded from the website of the Vishwavidyalaya www.dhsgsu.ac.in & CPPPortal <https://eprocure.gov.in/eprocure/app>
3. The tenders received after the due date and time will not be considered. This office shall not be responsible for any kind of delay in submission of the Bid. The tender is not transferable. Only one tender shall be submitted by one Supplier.

Registrar

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 – E 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. 13,000/-), in 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/2022/164 Dated 03.11.2022

EMD	
Tender No.	Dated :
To	
Registrar,	
Dr.Harisingh Gour Vishwavidyalaya Sagar	
(A Central University)	
Sagar- 470003	
Madhya Pradesh	
From:- M/s.....	
Contact No:.....	
E-mail ID:.....	

GENERAL INSTRUCTIONS TO THE BIDDER WHO SO EVER SUBMITTING THE 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.
2. In the items rate tender, the contractors are required to quote their rates in figures.
3. The Financial bid should be submitted online in prescribed format.
4. 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.
5. The contractor submitting the Bid should read the schedule of quantities, additional conditions, additional specifications, particular specification and other terms and conditions given in the NIT and drawings. The contractor should also visit the site of work and acquaint himself with the site conditions before tendering.
6. Excise duty, work contract tax and, GST, Labour cess etc and any other deductions as applicable shall be paid by the contractor himself. Department shall deduct the, TDS as applicable. The contractor shall quote the rates considering all such statutory taxes/deductions as applicable from time to time.
7. The tender, which is not duly signed by authorized signatory or is conditional shall be treated as nonresponsive and shall be summarily rejected.
8. 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.
9. **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.
10. Dr. Harisingh Gour Vishwavidyalaya reserves the right to reject any or all the

tenders/bids at their discretion without assigning any reason thereof.

11. All the Govt. Levies GST, Building and other construction workers Welfare cess or any other tax or cess in respect of this contract shall be payable by the contractor and University will not entertain any claim whatsoever in this respect
12. The bid forms, tender document, eligibility criteria and other details can be seen and downloaded from the University website www.dhsgsu.ac.in. & CPP Portal <https://eprocure.gov.in/eprocure/app>
13. The bidder should not have incurred any loss in more than two years during immediate last five consecutive years, duly certified by the Chartered Accountant.
14. In case of any discrepancy in Hindi & English version, English Version shall prevail.
15. **An agreement** shall be drawn with the successful tenderer on prescribed Form, Tenderer shall quote his rates as per various terms and conditions of the tender form which will form part of the agreement
16. **Any change** in Bid after opening of tender will not be allowed.
17. The work shall be carried out in a manner complying in all respects with the requirement of relevant bye-laws of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
18. 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.
19. 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
20. **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.
21. 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.

22. 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.
23. Contractor will quote amount including all other taxes and nothing extra shall paid on account of taxes.
24. **No escalation** in price shall be allowed after the award of tenders. It is clarified that change in taxes shall not be treated as price variation
25. **Experience** in similar works: Bidder should furnish the list of all works of similar Nature successfully completed during the last three years in prescribed form.
26. **Extension of time:** As regards the reasonable extra time for completion of work due to suitable deviation and grounds, will be given.
27. **Lowest Tenderer** will be decided on the Basis of Aggregate amount (Quoted) of all the items of Schedule of Quantities (BOQ).

REGISTRAR

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

TENDER No: R/EE/IWD/2022/164

ANNEXURE-B

Dated 02.11.2022

SPECIAL TERMS AND CONDITIONS INCLUDING ELIGIBILITY CONDITIONS

1) Parties:

The parties to the Contract are the Tendering Agencies/Firms and Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

2) Addresses:

For all purposes of the contract including arbitration there under, the address of the agency/firm mentioned in the tender shall be final unless the agency/firms notifies a change of address by a separate letter sent by Speed Post/ registered Post with acknowledgement due. The agencies/firms shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3) Preparation and Submission of Tender: The bid should be submitted online having documents in PDF format

The tender should be submitted in two parts viz.

1. Envelope one will contain EMD and will contain Technical Bid

2. Envelope two will contain Commercial Bid in the proforma given in Excel Sheet.

(See Instruction For Online Bid Submission)

Individual signing the tender or other documents connected with contract must specify whether he/she signs as:

- a)** A “sole proprietor” of the firm or constituted attorney of such sole proprietor;
- b)** A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c)** Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.
- d)** A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, Dr. Harisingh Gour Vishwavidyalaya Sagar shall, without prejudice, cancel the contract and hold the

signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

- e) The tenderer must sign and affix his/her firm's stamp at each page of the tender document and all its Annexure as the acceptance of the offer made by the tenderer will be deemed as a contract and a formal agreement will also be drawn regarding the contract.

4) Technical Bid

The Technical bid should be submitted in given format at Annexure-C.

5) Commercial Bid:

- 5.1 The Commercial Bid should be submitted in given format (Excel Sheet). The Commercial Bids of only those bidders who are short-listed after evaluation of Technical Bids will be opened. A Committee constituted by the Vice - Chancellor will evaluate the Technical Bids and Commercial bids.

- 5.2 . The total consolidated price quoted shall be the basis for determining L-1.

- 5.3 At the time of payment of bills, the Income Tax, if any, shall be deducted at source as per Government Rules and guidelines as may be prevailing at the time of payment.

- 5.4 Total consolidated price inclusive of all levies and taxes, freight, insurance, installation, commissioning and all other incidental charges .

- 5.5 The above rates are inclusive of all charges up to Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

6) Validity:

The bids shall be valid for a period of 90 days from the date of opening of the Financial Bid.

7) Opening of Tender:

The Technical bids shall be opened on 17.11.2022 at 04:00 P.M. Those who will qualify in Technical Bid evaluation their list/details will be uploaded on University website.

8) Criterion for Evaluation of Tenders:

The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Annexure C. The Commercial Bid of only those firms are found eligible based on technical parameters and eligibility conditions will be opened.

9) Right of Acceptance:

The Vishwavidyalaya reserves all rights to reject any tender including of those bidders

who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Vishwavidyalaya in this regard shall be final and binding. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvas for the purchase order will prejudice the firm's quotation.

10) Communication of Acceptance:

Successful bidder will be informed of the acceptance of his bid by uploading the information/details on University website.

11) Time Schedule :

The erection of Pandal and others arrangements will have to be completed by 25.11.2022 morning positively .

Penalty:

In the event of the firm failing to:

- (i) Observe or perform any of the conditions of the Purchase order as set out herein; or
- (ii) Execute the order in good condition to the satisfaction of the Vishwavidyalaya.
- (a) It shall be lawful for the Vishwavidyalaya , in its discretion, in the former event to remove or withhold any part of the order until such times as it may be satisfied that firm is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require any order executed otherwise than in a good condition and to the satisfaction of the Vishwavidyalaya and by the time fixed by it and in both or either of the events aforesaid to make such arrangements as it may think fit for the execution of the order so removed or order in lieu of that so rejected or removed as aforesaid on account and at the risk of the firm.
- (b) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, Vishwavidyalaya may charge the amount of such excess cost to the firm and the same may at any time thereafter be deducted from any amount that may become due to the firm under this or any other contract or maybe demanded of him to be paid within seven days to the credit of the Vishwavidyalaya.

In the event of discovery of any error or defect due to the fault of the firm/vendor at any time after the delivery of goods ordered, the firm/vendor shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the Vishwavidyalaya. In the event of the delivery of any defective work,

which owing to urgency or for any other reason cannot be wholly rejected, the Vishwavidyalaya shall have the power to deduct from any payment due to the firm such sum as it may deem expedient. In the event of work being wholly rejected, Vishwavidyalaya may at its discretion either:

(c) The Vishwavidyalaya may:

- (i) Permit the firm/vendor to re-do the same within such time as it may specify at firms own cost of all sorts i.e. materials, labour, equipments, overheads, transportation etc; or
- (ii) Arrange to get the additional work done elsewhere and by any other person or from any other source than the firm/vendor in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub-clause(b) of this clause.

12) Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by the Vishwavidyalaya in that event.

13) Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party.

14) Right to Call upon Information Regarding Status of work:

Vishwavidyalaya shall have the right to call upon information regarding status of work at any point of time.

15) Tolerance Clause:

15.1 Vishwavidyalaya, the purchaser, reserves the right to place the orders on the successful tenderer for additional quantity at the same rates quoted by the bidder. At the option of the purchaser, the quantity can also be reduced when felt necessary.

15.2 The tenderers are bound to accept the orders for additional/less quantity under this clause if orders are issued at the time of placement of contract, or during the currency of the contract.

16 LIQUIDATED DAMAGES:

In the event of failure to provide services ordered items within the stipulated date/period in the event of breach of any of the terms and conditions mentioned in the Contract, the purchaser is entitled:-

16.1 To recover from the successful bidder/ supplier as agreed liquidated damages, a sum of 3.00% (three percent) value per day will be imposed subject to a maximum of 15 % of the order value.

- 16.2 Or to services will be have from elsewhere, after due notice to the successful bidder/ supplier on the account and at the risk of the defaulting bidder/ supplier the stores not supplied or other of similar description or in failure to render any service undertaken without cancelling the order /contract.
- 16.3 To cancel the order or a portion thereof and if so desired to provide services under the contract at the risk and cost of the defaulting bidder/ supplier.
- 16.4 To forfeit the Performance Security Deposit fully or partly.
- 16.5 Wherever, under this contract, a sum of money is recoverable from and payable by the bidder/ supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful bidder in this or any contract. If this sum be not sufficient to cover the full amount recoverable, the successful bidder shall pay the Purchaser the remaining balance on demand.
- 16.6 The bidder/ supplier shall not be entitled to any gain on any such purchase.

17 FORCE MAJEURE:

“Force Majeure” shall mean any event beyond the reasonable control of the purchaser or the Bidder/Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

- 1. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within seven (07) days after the occurrence of such event.
- 2. No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall:
 - a) constitute a default or breach of the Contract
 - b) give rise to any claim for damages or additional cost or expense occasioned thereby
 - c) If and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- 3. Notwithstanding clause above, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Bidder/Supplier herein.

18. Risk Purchase:-

In the event of the Bidder/ Supplier's failure to supply the ordered stores, Items of acceptable quality in scheduled delivery period, or the services as per the contract, the purchaser reserves the right to procure the ordered stores/Items from any other source at the Bidder/ Supplier's risk and cost and all such expenses and losses incurred by purchaser in this regard shall be borne by the Bidder/ Supplier. Further, the purchaser shall retain the right of forfeiture of Performance Security and or any other action(s) as deemed fit.

19 Terms of Payment:

19.1 Services are to be provided by the tenderer F.O.R at Dr. Harisingh Gour Vishwavidyalaya, Sagar on specified address strictly as specified in purchase order.

19.2 All payments shall be made by Account Payee cheque/ E. mode only after satisfactory services provided.

19.3 Vishwavidyalaya shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes including TDS as applicable and recovery of penalties mentioned in preceding para.

The term "payment" mentioned in this para includes all types of payments due to the firm/vendor arising on account of this contract.

20 Eligibility conditions:

20.1 The tenderer should have minimum experience of one similar work costing not less than 80% or two similar work costing not less than 50 % or three similar work costing not less than 40 % of tender value in last 5 years ending 31.03.2022 in the Government Institute/Office and preferably in an educational Institute. A certificate of satisfactory services from the client(s) should also be provided besides work orders/ bills etc. in support of the claim of meeting the legibility criteria.

20.2 The Tenderer must have GST/PAN/. Registration No. and must submit legible attested copies of GST/PAN Registration No. with Technical Bid. Technical Bid not accompanied by these documents would be summarily rejected.

20.3 The bidder should not have any dispute pending with the University or other Government Organization at any level.

20.4 The bidder should ensure to enclose no relationship certificate.

21 General:

- 21.1 The service provider must submit pre-receipted Bill for payment after satisfactory service provided.
- 21.2 Any violation of the terms and conditions or supply of inferior quality of material shall result in total rejection of the items apart from taking appropriate remedial action at the risk and cost of the bidder.
- 21.3 The receipt of the Purchase Order should be acknowledged by return post.
- 21.4 The decision of competent authority, Dr. Harisingh Gour Vishwavidyalaya, Sagar in any matter of dispute shall be final and binding.

22) Earnest Money Deposit (EMD):

The Technical Bid must be accompanied by Earnest Money Deposit of Rs. **13,000 (Rupees Thirteen Thousand only)** submitted in the Form of Demand Draft drawn on any Scheduled Bank in favour of “**Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar** and payable at “Sagar (MP)”. The EMD of unsuccessful bidders would be returned immediately after a decision on identification of a vendor is completed. The EMD of the successful bidder shall be returned/ adjusted in the performance security after the Vendor has supplied and installed the materials at the locations indicated in the Purchase Orders. No interest will be payable on the EMD.

23 Cost of tender document:

To be downloaded from the Vishwavidyalaya website and/or C.P.P. Portal only.

- 24 Any other term/rule/clause not specifically mentioned here, GFR 2017 and Manual for Procurement of Goods 2017 (Govt. of India) shall be referred.

- 25 Tenderer who has downloaded the tender document from the Vishwavidyalaya website and/or CPPP website shall not tamper/ modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with the Vishwavidyalaya.

- 26 Intending tenderers are advised to visit the website www.dhsgsu.ac.in regularly till closing date of submission of the tender for any corrigendum/addendum/amendment which could be uploaded subsequently against this tender.

- 27 No unsolicited correspondence shall be entertained after submission of the offer.

- 28 Tenders received through any other mode than online shall not be accepted.
- 29 If an order is placed with the firm, the purchase shall be governed by an agreement as per the University rules in force at the time.
- 30 To safe guard the interests of the University, additional terms & conditions will be incorporated in the purchase order, if needed.
- 31 **ARBITRATION-** The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Vishwavidyalaya and the Bidder/ contractor in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration appointed by the Vice Chancellor, Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.) who shall give written award of his decision to both the parties.
- 32 All legal disputes shall be subjected to jurisdiction of Sagar (M.P.) court(s) only.
- 33 Commercial Bid**
- i) The Price bid should be submitted online in Prescribed format.
 - ii) The price bids of only those firms will be opened who are found technically qualified after evaluation technical bids, based on the documents & information submitted by the tenderer.
 - iii) The quoted rates should be inclusive of all taxes, loading, unloading, transportation and installation charges etc.
 - iv) Unit Price can be quoted in INR only.
- 34 Bidders registered as MSEs will be allowed exemption in EMD, as per Rule 170 of GFR 2017 and relaxation in respect of prior turnover and prior experience up 50% shall be granted to bidders registered as Startups, as per Rule 170(1) of GFR 2017. Exemption and/ or relaxation can be claimed by submitting copy of certificate/ license/ any other document as per the rules/norms.

35 TECHNICAL BID

The Technical bid should be submitted online having following documents in PDF format:

- i) Signed and scanned copy of work list (Form C) .
- ii) Signed and scanned copy of EMD.
- iii) Signed scanned copy of Undertaking in prescribed format given in Tender Document.
- iv) Signed and scanned No Near Relative Certificate in prescribed format given in Tender Document Annexure -IV .
- v) Signed and scanned copy of Exemption/ Relaxation Form along with requisite documents, if exemption/ relaxation claimed.
- vi) Signed and scanned copy of Technical specification sheet (Annexure –C) of Tender Document).
- vii) Signed and Scanned copy of complete Tender Document.

EMD of unsuccessful bidders will be refunded after finalization of the tender. No interest shall be payable on EMD. EMD may be deposited through NEFT/RTGS to following detail (UTR No. Should be submitted in hard copy):

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

Name of Bank: State Bank of India

Account No.: 10186725260

IFCS code: SBIN0001143

Branch: University Campus Sagar (M.P.)

TENDER No: R/EE/IWD/2022/164

ANNEXURE-C

Dated 03.11.2022

Technical Bid

TECHNICAL INFORMATION AND UNDERTAKING (See Clause 4 of Annexure B of this Tender Document)

1.	Name & Address including e-mail		
	ID and Telephone contact details of the Bidder/Concern.		
2.	Nature of Concern (i.e. Proprietor or Partnership firm or a Company or State/Central Govt. Autonomous Body/PSU, etc.). Please enclose documentary evidence e.g. Registration / Incorporation Certificate etc.		
3.	Whether each page of Tender Document and its Annexures, have been signed stamped and enclosed		YES/NO
4.	Whether ready to provide the services within the period given by the Institute		YES/NO
5.	Whether the tenderer is black listed for providing by Vishwavidyalaya or any of the Central / State Government Department/ Institution or otherwise penalized.		YES/NO
	Whether any dispute is pending with the tenderer in any of the Department or in any Court If Yes, give the status of the dispute/ case		YES/NO
6.	Whether evidence to show that the service provider has been in the business of such service providing for last 7 years is attached with the technical bid		YES/NO
7.	Whether bidder is the service provider himself		YES/NO
8.	Whether service provider is based in MP		YES/NO
9.	Whether self attested legible copies other PAN and GSTNo. attached with the technical bid		YES/NO

10.	Whether undertake to respond to service calls within two working days		YES/NO
11.	Previous work experience of last five year(one work order of 80% of estimated cost, Two work order 60% of estimated cost, Three work order of 40% of estimated cost)		YES/NO
12	<u>Details of EMD submitted</u>		YES/NO
	DD/UTR No:		
	Date:		
	Bank Name:		
	Amount: Rs.		
	In Favour of		
	Payable at:		

Note : Document listed above must be submitted with technical bid duly sealed and signed.

Signature (with stamp).....

Name.....

Designation.....

Company Seal.....

Date:

Place:

TENDER No: No: R/EE/IWD/2022/164

Dated 03.11.2022

UNDERTAKING

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

- a. I/We undertake that I/We have carefully studied all the terms and conditions and the proposed purchase 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:.....

ANNEXURE- IV

NO NEAR-RELATIVE CERTIFICATE/ DECLARATION

(To be submitted by authorized signatory)

I _____ son/daughter/wife of Shri _____
_____ Authorised signatory
of _____
M/s _____ (Name and address of the
bidder) is competent to sign this declaration and execute the tender document.

I _____ resident of _____ hereby certify that none of
relatives of mine/proprietor/partners/directors is/are employed in the Dr. Harisingh Gour
Vishwavidyalaya Sagar (M.P.). In case at any stage it is found that the information given by me is
false/ incorrect the purchaser shall have the absolute right to take any action as deemed fit/without any
prior information to me.

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

(Signature of Authorized Signatory)

Full Name:

Date:Address:

Place:Seal:

QUALIFICATION INFORMATION

LETTER OF TRANSMITTAL

To,

The Registrar

Dr. Harisingh Gour Vishwavidyalaya,

Sagar

(M.P.)-470003

Sub:- Temporary Erection of Pandal & Light Decoration on the Occasion of Gour Jayanti 26/11/ 2022 and for other upcoming Events/ Programme at Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.)

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 following certificates in support of our suitability, technical knowhow and capability for having successfully completed following works

Name of work (enclosed)

Certificate form (enclosed)

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 Bidder

Signature of the Bidder

Date of submission

FORM 'C'

DETAILS OF WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST SEVEN
YEARS ENDING BY 31st MARCH 2022

S. No.	Name of work/project	Owner or sponsoring organizations	Agreement No.	Scope of Work	Cost of Work	Date of commencement as per contract	Stipulated Date of Completion	Actual Date of completion	Litigation/ Arbitration pending/ In progress with details	Name and address/ Tel. No. of Officer to whom reference may be made	Remark
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Applicant (s)

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

TENDER No: R/EE/IWD/2022/164

ANNEXURE-D

Dated 03.11.2022

SCHEDULE OF QUANTITY

S.No	Description	Unit	No. of Day	QTY
1	पाईप पंडाल 17 फुट ऊंचाई 30X135	Sq.ft.	1	4050
2	पाईप पंडाल 15 फुट ऊंचाई 60X135	Sq.ft.	1	8100
3	मेन गेट विथ कालम 30 X15 फुट ऊंचाई	Each	1	1
4	सीलिंग मंच पर 30X60	Sq.ft.	1	1800
5	साईड पर्दा 15X10	Each	1	40
6	फिरिल 60X4	Ft.	1	240
7	मेटिंग— पंडाल, स्टेज के सामने, मंच पर, समाधि से स्टेज तक , पंडाल के सामने, पंडाल की गैलरी	Sq.ft.	1	14500
8	टेबिल लेग कवर 2½X8	Each	1	15
9	टेबिल 2½X4	Each	1	30
10	तखत 3X6	Each	1	11
11	विंग्स मंच पर 5X15X2	Sq.ft.	1	150
12	सोफासेट लोहे का	Each	1	10
13	सोफासेट व्ही.आई.पी. स्टील	Each	1	10
14	फाईवर कुर्सी	Each	1	1500
15	व्ही.आई.पी. कुर्सी	Each	1	25
16	साउंड सिस्टम, माईक एवं साउंड वाक्स कम्पलीट	Set	1	1
17	सीरिज 60 बल्ब प्रति सीरिज	Each	2	7000
18	पट्टा 360 बल्ब प्रति पट्टा	Each	2	450
19	रनिंग पट्टी एल.ई.डी. 6 फुट 180 बल्ब	Each	2	200
20	चकरी बोर्ड 3X3 फुट	Each	2	200
21	एल.ई.डी. लाईट सफेद (कम्पलीट 45 W)	Each	2	150
22	एल.ई.डी. बल्ब सफेद (9/11 W)	Each	2	200
Part B-Scope of Teenbatti				
1	फाईवर कुर्सी	Each	1	200

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

2	साउंड सिस्टम माईक एवं साउंड वाक्स कम्पलीट	Set	1	1
3	मेटिंग	Sq.ft.	1	3500
4	मंच 9 X12`लेग कवर सीडी डायस सहित	Sq.ft.	1	108
5	टेबिल लेगXकवर 2½X8	Each	1	5
6	टेबिल 2½X4	Each	1	10
7	तखत 3X6	Each	1	5
8	साईड पर्दा 15X10	Each	1	5
9	सोफासेट व्ही.आई.पी. स्टील	Each	1	10
10	म.प्र.वि.मं से श्री फेस विद्युत कनेक्शन चार्ज	Each	2	1
11	सीरिज 60 बल्ब प्रति सीरिज	Each	2	240
12	पट्टा 360 बल्ब प्रति पट्टा	Each	2	120
13	रनिंग पट्टी एल.ई.डी. 6 फुट 180 बल्ब	Each	2	30
14	चकरी बोर्ड 3X3 फुट	Each	2	10
15	एल.ई.डी. लाईट सफेद (कम्पलीट 45 W)	Each	2	10
16	एल.ई.डी. बल्ब सफेद (9/11 W)	Each	2	5

ANNEXURE – E

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 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.
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 in the tender document.
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 Sky Blue 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.

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

INTEGRITY PACT

To,

Sub: NIT No. 164 for the work of Tender for Temporary Erection of Pandal & Light Decoration on the Occasion of Gour Jayanti 26/11/2022 and for other upcoming Events/Programme at Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P).

Dear Sir,

It is hereby declared that University 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 University.

Yours faithfully,

Registrar
Dr. Harisingh Gour Vishwavidyalaya
Sagar (MP)

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

To,

The Registrar
Dr. Harisingh Gour
Vishwavidyalaya Sagar (MP)

Sub: Submission of Tender for Temporary Erection of Pandal & Light Decoration on the Occasion of Gour Jayanti 26/11/2022 and for other upcoming Events/Programme at Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P).

Dear Sir,

I / We acknowledge that University 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 University. 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, University shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

**Duly authorized
signatory of the
Bidder**

To be Signed by The Bidder and Same Signatory Competent / Authorised to
Sign The Relevant Contract on Behalf of The University.

INTEGRITY AGREEMENT

This Integrity Agreement is made at..... on this.....day of.....2022

Between

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

(Name of Division)

University,....., (Hereinafter referred as the

(Address of Division)

'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/Contractor” 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 (NIT 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 Contractor(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.

c) The Principal / Owner shall endeavour 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) / Contractor (s)

1. It is required that each Bidder / Contractor (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) / Contractor(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) / Contractor(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) / Contractor (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 other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(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)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Contractor(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)/ Contractor(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) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s) / Contractor(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) / Contractor(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)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owners absolute right:

1. If the Bidder (s)/Contractor(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 contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate /determine the Contract, if already executed or exclude the Bidder/Contractor 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 / Contractor.

3.Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor 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/Contractor as deemed fit by the Principal/ Owner.

3.If the Bidder/Contractor 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/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.
2. The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 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 Contractor / 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 agreements have not been made.
- 3.If the Contractor 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 intentions.

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 action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof 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 / Contract 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:

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, Name and Address)

2. (Signature, Name and Address)

Place : Sagar

Dated :