

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



**TENDER FOR**

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**NAME OF WORK - CIVIL WORK FOR ANIMAL HOUSE IN THE DEPARTMENT  
OF PHARMACY**

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**August 2015**

**N.I.T. No. R/UE/IWD/2015/66/ Tender for FY 2015-16**

**Last Date & Time of submission of tender 01.09.2015 up to 4.30 pm**

**Date & Time of opening of tender 02.09.2015 at 4.30 pm**

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

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

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This NIT contains Forty Two pages only

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

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

**C.P.W.D. Form – 7/8**

**Percentage Rate Tender & Contract for Works**

(A) Tender for the work of: **Civil work for Animal House in the Department of Pharmacy, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.).**

- (i) To be submitted by 4.30 p.m. hours through speed /registered post only on or before 01.09.2015 to Registrar Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.).
- (ii) To be opened in presence of tenderers who may be present at 4.30 p.m. hours on 02.09.2015 in the office of the Registrar Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.).

Issued to: \_\_\_\_\_  
(contractor)

Signature of officer issuing the documents \_\_\_\_\_

Date of Issue: \_\_\_\_\_

**REGISTRAR**  
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Sagar (M.P.)

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

## **(A Central University)**

### **GENERAL INSTRUCTIONS TO THE CONTRACTORS WHO SOEVER 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.**

**The contract shall be drawn as per General Conditions of Contract for CPWD works 2014 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. All corrections in the tender should be carried out neatly and clearly and initiated by the person making the corrections.
4. 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.
5. Contractors shall quote their rates/percentage only on the tender documents/schedule issued by the University.
6. 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.
7. 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 2014 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.
8. 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.
9. Sales tax, excise duty, work contract tax and, VAT, Labour cess etc and any other deductions as applicable shall be paid by the contractor himself. Department shall deduct the same from the R/A bills, the TDS as

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applicable. The contractor shall quote the rates considering all such statutory taxes/deductions as applicable from time to time.

10. **The tender, which is not duly signed by authorized signatory or is conditional shall be treated as non-responsive and shall be summarily rejected.**
11. 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. All the Govt. Levies like Sales Tax, VAT (except service tax), 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. However in respect of service tax, same shall be paid by the contractor to the concerned department and it will be reimbursed to him by the University after satisfying that it has been actually and genuinely paid by the contractor. The Service Tax shall be applicable as per the prevailing law of land. 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 and cost of tender shall not be refunded 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.dhgsu.ac.in](http://www.dhgsu.ac.in).
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. **In case of any discrepancy in Hindi & English version, English Version shall prevail.**

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

## (A Central University)

Advt.No.: R/UE/IWD/2015/

Sagar, Dated 11/08/2015

### NOTICE INVITING TENDER

On behalf of Dr. Harisingh Gour Vishwavidyalaya, Sagar Sealed Percentage/Item rate tenders are invited from the appropriate/eligible class of contractors, empanelled in the Dr. Harisingh Gour Vishwavidyalaya, Sagar only by 01.09.2015 up to 4.30 P.M.

S. No.	NIT No.	Name of Work and location	Estimated Cost put to tender (In Rs.)	Earnest Money (In Rs.)	Cost of Tender document/ Form (In Rs.)	Period of Completion	Last date of submission of Tender Form/Bid	Time and Date of opening of Envelope-I (eligibility criteria)
1.	63	Construction of Chiller Room in the Department of Chemistry.	1,98,963.00	4000.00	500.00	3 months	01.09.2015	4.30 PM 02.09.2015
2.	64	Construction of Ramp in the Department of Physics.	1,43,324.00	2900.00	500.00	2 months	01.09.2015	4.30 PM 02.09.2015
3.	65	False Ceiling work in the Department of Mathematics.	1,84,085.00	3700.00	500.00	2 months	01.09.2015	4.30 PM 02.09.2015
4.	66	Civil work for Animal House in the Department of Pharmacy.	5,65,881.00	11400.00	500.00	2 months	01.09.2015	4.30 PM 02.09.2015
5.	67	Electrical Works for Animal House in the Pharmacy Deptt.	1,86,165.00	3800.00	500.00	2 months	01.09.2015	4.30 PM 02.09.2015
6.	68	Construction of Parking Shed at Near Guest House.	4,41,650.00	8900.00	500.00	2 months	01.09.2015	4.30 PM 02.09.2015
7.	69	Construction of Parking Shed at Near Student day home.	8,06,044.00	16200.00	500.00	3 months	01.09.2015	4.30 PM 02.09.2015
8.	70	Electrical work of Applied Geology department	4,41,770.00	8900.00	500.00	6 months	01.09.2015	4.30 PM 02.09.2015
9.	71	Electrical Work of Toilet Block in Girls Hostel	4,58,336.00	9200.00	500.00	6 months	01.09.2015	4.30 PM 02.09.2015
10.	72	Internal electrical M.O. & M. work of Hostel Buildings-Part-II	4,00,000.00	8000.00	500.00	31/03/2016	01.09.2015	4.30 PM 02.09.2015
11.	73	Internal electrical M.O. & M. work of Residential Accommodations - Part II	3,00,000.00	6000.00	500.00	31/03/2016	01.09.2015	4.30 PM 02.09.2015
12.	74	External Electrical M.O. & M. work of Campus including Street Light - Part II	4,50,000.00	9000.00	500.00	31/03/2016	01.09.2015	4.30 PM 02.09.2015
13.	75	Internal electrical M.O. & M. work of Non Residential Building- Part II	5,00,000.00	10000.00	500.00	31/03/2016	01.09.2015	4.30 PM 02.09.2015

The bid forms, tender document, and other details can be seen and downloaded from the University website [www.dhsgsu.ac.in](http://www.dhsgsu.ac.in).

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Sagar (M.P.)

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

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

### **Conditions:-**

1. Tenders should be submitted in sealed envelope duly marked as Tender for '**Civil work for Animal House in the Department of Pharmacy**' Due on 01/09/2015. Addressed to Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) up to 4.30 p.m. through Registered/Speed Post only.
2. Tender received after due date & time shall not be considered.
3. Tenders received will be opened by the Registrar at 4.30 p.m. on 02/09/2015/2015 in the presence of the tenderers or their authorized representative, if any, who may be present in this office.
4. Earnest money shall be deposited through a Demand Draft in favour of Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) and shall be attached with the tender. Tenders without earnest money shall not be considered.
5. The rate should be coated on CPWD DSR 2014 (as amended up to date).
6. Information and Instructions for bidders posted on website shall form part of bid document
7. The bid document consisting of plans, 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.dhgsu.ac.in](http://www.dhgsu.ac.in).

### **REGISTRAR**

Dr. H.S. Gour Vishwavidyalaya  
Sagar (M.P.)

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

(A Central University)

## NOTICE INVITING TENDER

(NIT No. R/ 66/2015-16)

- 1 Percentage rate tenders are invited on behalf of the **Dr. Harisingh Gour Vishwavidyalaya, Sagar** from approved and eligible contractors for the work of **Civil work for Animal House in the Department of Pharmacy.**
  - 1.1 The work is estimated to cost **Rs. 5,65,881/-** 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.
  - 1.2 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 time allowed for carrying out the work will be **2 months** from the date of start as defined in schedule 'F' or from the first date of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work is available.
5. Tender form and other conditions of the contract can be seen and downloaded from the University website [www.dhsgsu.ac.in](http://www.dhsgsu.ac.in).

The necessary documents can be seen in the office of the **IWD** between hours of 11.00 A.M. & 04.00 P.M. from 12.08.2015 every day except on Saturday, Sundays and Public Holidays.
6. Tenderer should submit the qualification as per tender documents (Eligibility Criteria) and the tender (Financial bid) in two separate envelopes which should always be placed in one sealed envelope super scribing the name of work and due date of submission written on the envelopes. The complete tender document will be received by the **Registrar Dr. Harisingh Gour Vishwavidyalaya, Sagar** up to 4.30 P.M. on /or before 01.09.2015 and will be opened by him or his authorized representative in his office at 4.30PM. on 02.09.2015
7. The finally selected agency will furnish the performance guarantee for a sum equivalent to 5% (Five Percent) of the tender 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



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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 **Civil work for Animal House in the Department of Pharmacy**

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

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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 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 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 2014 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) 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**  
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Sagar (M.P.)

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

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1. कार्य से संबंधित विस्तृत स्पेसीफिकेशन, लोक निर्माण विभाग/केन्द्रीय लोक निर्माण विभाग के प्रभावशील होंगे ।
2. एकल अथवा समस्त निविदाएँ 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 सकेंगे
3. निर्धारित समय सीमा के उपरांत प्राप्त निविदा पर विचार नहीं होगा, सशर्त निविदा प्रपत्र स्वीकार नहीं होंगे ।
4. प्राप्त निविदा की वैधता निविदा प्राप्त होने की अंतिम तिथि से 90 दिनों तक रहेगी ।
5. दरें समस्त टैक्सों सहित होंगी, एवं किसी भी प्रकार का अतिरिक्त भुगतान नहीं होगा ।
6. समस्त टैक्स इत्यादि की कटौती शासन के नियमानुसार की जावेगी ।
7. कार्य का भुगतान किये गये कार्य के वास्तविक माप के आधार पर होगा ।
8. कार्य का भुगतान कार्य पूर्ण होने के उपरांत एवं कार्य के प्रभारी का कार्य से संतुष्ट होने के उपरांत होगा ।
9. कोई भी निरस्त सामग्री अथवा कार्य, ठेकेदार को स्वयं के खर्च पर कार्य स्थल से हटाना होगा ।
10. निविदा खोले जाते समय ठेकेदार अथवा उनके प्रतिनिधि उपस्थित हो सकते हैं ।
11. कार्य से संबंधित विस्तृत डिजाइन, ड्राइंग, स्पेसीफिकेशन, भवन निर्माण विभाग द्वारा प्रदान किये जायेंगे
12. आवश्यकता होने पर प्रयोग होने वाली सामग्रियों की वांछित टेस्ट रिपोर्ट ठेकेदार को स्वयं के खर्च पर प्रस्तुत करना होगी ।
13. आवश्यकता होने पर उचित कारणों से निर्माण कार्य अवधि में समय वृद्धि विश्वविद्यालय 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 ।
14. 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 ।
15. 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 ।
16. कार्य अधूरा छोड़ने पर, कार्य किसी अन्य एजेंसी से, संबंधित ठेकेदार की रिस्क एण्ड कास्ट पर पूर्ण करवाया जा सकेगा ।
17. निर्माण कार्य अवधि की गणना कार्य आदेश प्रदान होने के 22 दिवस उपरांत की जावेगी ।
18. किसी भी प्रकार का अग्रिम भुगतान नहीं होगा ।
19. आवश्यकता होने पर दी गई क्वान्टिटी सीट में दर्शाई गई क्वान्टिटी में 30 प्रतिशत तक कमी या वृद्धि की जा सकेगी, जिसके लिये ठेकेदार का किसी भी प्रकार का क्लेम मान्य नहीं होगा ।

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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 अवधि 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 गणनाकी जावेगी
24. आवश्यकता होने पर संस्था हित में निर्माण कार्य के दौरान डिजाइन, ड्राइंग में 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 ।
29. निविदा के प्रपत्रों में ठेकेदारों द्वारा किसी प्रकार का संशोधन नहीं किया जावेगा। यदि ऐसा पाया जाता है तब निविदा निरस्त मानी जायेगी ।
30. निविदाकारों को 2 प्रतिशत राशि अर्नेस्ट मनी के रूप में जमा करना होगी अर्नेस्ट मनी राष्ट्रीयकृत बैंक के एफ.डी.आर., डी.डी. अथवा बैंकर्स चैक के रूप में जमा होगी, जो कि कुलसचिव डॉ. हरीसिंह गौर विश्वविद्यालय के नाम देय होगी ।
31. यदि निर्माण कार्य के दौरान 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 विश्वविद्यालय यंत्री द्वारा दर विश्लेषण के आधार पर किया जावेगा ।
32. आवश्यकता होने पर चलित देयक का भुगतान किया जावेगा ।
33. यदि न्यूनतम निविदाकार अपनी दरें वापिस लेता है तब सुरक्षा निधि की राशि राजसात की जावेगी, एवं उन्हें संबंधित कार्य के लिये पुनः निविदा देने का अधिकार नहीं होगा ।

**Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)**  
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34. यदि अपरिहार्य कारणों से निविदा खोले जाने की घोषित तिथि पर निविदा नहीं खोले जाते हैं तब निविदा खोले जाने की सूचना अलग से प्रदान की जायेगी ।
35. General Condition of contract for C.P.W.D. shall be applicable.
36. The Contractor shall submit an irrevocable Performance Guarantee for a sum equivalent to 5% (Five Percent) of the tender 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 upto the stipulated date of completion plus 60 days beyond that.
37. After the work is awarded, the contractor will have to enter into agreement
38. जब विल 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 करया 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।
39. 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.)

**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:- Civil work for Animal House in the Department of Pharmacy**

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

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

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

## (A Central University)

### TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of work specified for the Dr. Harisingh Gour Vishwavidyalaya, Sagar within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instruction in writing referred to in Rule-1 of General Rule and Directions and in Clause-11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of **Rs. ....** has been deposited in the form of M.R. / Demand Draft of a Scheduled Bank as Earnest Money. If I / We, fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the University or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I / We fail to commence work, as specified, I/We agree that The University or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further I/we agree that in case of forfeiture of earnest money or both earnest money and performance guarantee as aforesaid, I/we shall be debarred for participation in the retendering process of the work.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We hereby tender for the execution of the work at the following rate

#### Proforma for quoting the rates

NIT No.- 66 date 11/08/2015

<b>Name of Work &amp; Location</b>		<b>Civil work for Animal House in the Department of Pharmacy, Dr. Harisingh Gour Vishwavidyalaya Sagar (MP)</b>			
<b>Estimated Cost put to tender (Rs.)</b>		<b>565881.00</b>			
<b>Name of the Firm</b>					
<b>Sr. No.</b>	<b>Name of component</b>	<b>Estimated cost (in Rs.)</b>	<b>percentage above/below/ at par the estimated cost</b>	<b>% in Figures</b>	<b>Total Cost</b>
<b>04.</b>	<b>Civil Work</b>	<b>565881.00</b>			
	<b>Total Cost</b>				

- 1 *Only one of the options is to be filled. More than one option shall be rejected.*
- 2 *Rate filled in any form shall be considered only in %age*
- 3 *Rate filled at any other place in the document shall not be considered.*
- 4 *No condition shall be accepted.*

Date ..... :- .....

Witness :- .....

Address :- .....

Occupation:- .....

Signature of Contractor  
Postal Address

**Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)**  
**(A Central University)**  
**A C C E P T A N C E**

The above tender is accepted by me for and on behalf of THE DR HARISINGH GOUR VISHWAVIDYALAYA SAGAR M.P @ % above /below on CPWD DSR2014 (as amended up to date) for civil work

The letters referred below shall 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



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

**CORRIGENDUM TO FORM-7/8 (CPWD)**

<b>S. No.</b>	<b>FOR</b>	<b>READ</b>
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 / UNIVERSITY ENGINEER DR HARISINGH GOUR VISHWAVIDYALAYA SAGAR (M.P.)

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

**SCHEDULES**

**SCHEDULE 'A'**

Schedule of quantities (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
-----NIL-----				

**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
-----NIL-----			

**SCHEDULE 'D'**

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

-----NIL-----

**SCHEDULE 'E'**

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

**N.A.**

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

## **(A Central University)**

### **SCHEDULE 'F'**

#### **Reference to General Conditions of Contract:-**

Name of work :- **Civil work for Animal House in the Department of Pharmacy,**  
**Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)-470003**

Estimated Cost of work: - **Rs. 5,65,881/-**

Earnest Money: - **Rs. 11400/-**

Performance Guarantee:- 5% of tender value.

Security Deposit: 5% of tender 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

**University 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 2014 with upto date correction slips. for civil work**

**DSR 2014 Electrical as amended up to date**

**for electrical 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

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

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beyond the period as provided

In i) above.

**N.A.**

**Clause 2** Authority for fixing compensation  
Under clause 2

**BWC or any other person/ committee authorized to do so**

**Clause 2 A** Whether clause 2A shall be applicable  
**Clause 5**

**- No**

(i) Number of days from the date of issue of letter of acceptance for Reckoning date of start.  
Miles Stones : As per table given below :

22 days or as decided by engineer in-charge

**TABLE OF MILE STONES (S)**

S. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone.
Nil	Nil	Nil	Nil

ii) Time allowed for execution of work

**02 Months**

iii) Authority to give fair and reasonable extension of time for completion of work

EE/ UE/Registrar/committee authorized to do so

**Clause 6, 6A**

Clause applicable – (6 or 6A).

Clause-6

**Clause 7**

Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.

Not below Rs 50000 or as decided by The University authority

**Clause 10 A**

**List of testing equipment, tools to be provided by the contractor at site lab. as and when required as per norms**

- |         |         |
|---------|---------|
| 1. .... | 2. .... |
| 3. .... | 4. .... |

**Clause 10 CC**

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column

12 months

**Clause 11**

Specifications to be followed for execution of work

CPWD specification 2009 Vol I & II

**Clause 12**

12.2 & 12.3 Deviation Limit beyond which Clauses 12.2 & 12.3 shall

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apply for Building work \_\_\_\_\_30%\_\_\_\_\_

12.5 Deviation Limit beyond which  
Clauses 12.2 & 12.3 shall  
apply for Foundation work

\_\_\_\_\_100%\_\_\_\_\_

### Clause 16

Competent Authority for  
deciding reduced rates.

**Engineer In charge**  
or equivalent officer in charge of work.

### Clause 18

**List of mandatory machinery, tools & plants to be deployed by the contractor at site.**  
as and when required as per norms) As per the requirement of work.

- |                 |                 |
|-----------------|-----------------|
| 1. ....Nil..... | 2. ....Nil..... |
| 3. ....Nil..... | 4. ....Nil..... |

### Clause 36 (i)

#### Requirement of Technical Representative(s) and Recovery Rate

Sl. No.	Minimum Qualification for principal of Technical Representative & No. required.		Minimum Experience		Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
	(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)
<b>1.</b>	<b>One</b>	<b>One</b>	-----	<b>3 Years</b>	<b>15000/-</b>	<b>10000/-</b>

Assistant Engineers retired from Government services those are holding Diploma will be treated at part with graduate Engineers.

### Clause 42

- i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates **2014** printed by CPWD.
- ii) Variations permissible on theoretical quantities.
- |   |  |
|---|--|
| a) Cement for works with estimated cost put to tender not more than Rs. for works with estimate cost put to tender more than Rs.. | 3% plus / minus                                      |
| b) Bitumen for all works.   | 2% Plus/Minus<br>2.5% plus only & nil on minus side. |
| c) Steel Reinforcement and structural steel sections for each diameter, section and category.                                     | 2% plus / minus                                      |
| d) All other materials.   | NIL  |

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**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

Sl. No.	Description of item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
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.)

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

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### **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 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.
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

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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 be 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.



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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.)

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

**FORM 'A'**

**FINANCIAL INFORMATION**

I Financial Analysis –

Details to be furnished duly supported by figures in Balance Sheet / Profit and Loss Account for the last Five 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				
		2011	2012	2013	2014	2015
1	Gross annual turnover in construction work					
2	Profit (+) / Loss (-)					

II Financial arrangement for carrying out the proposed work.

III. Income Tax PAN details

IV. Solvency certificate from Bankers of Applicant.

SIGNATURE OF APPLICANT (S)

Signature of C.A

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(A Central University)

**ANNEXURE – V**

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

This is to certify that to the best of our knowledge and information M/s./Sri.....having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees.....). This certificate is 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 obtaining enlistment/ revalidation of Enlistment in Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.) in ..... (Name of category) Class.....

(Signature)

For the Bank

Note: 1) Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.

2) In case of partnership firm, certificate to include names of all partners as

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**FORM 'B'**

**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST FIVE YEARS ENDING BY 31<sup>st</sup> MARCH 2015**

SL No .	Name of work/project & location	Owner or sponsoring organizations	Agreement No.	Scope of work *	Cost of work in Crore	Date 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

\*indicate Number of stories in super structure.

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

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.

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**FORM 'D'**

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

1. Name of the work / Project & Location.
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

DATE

**EXECUTIVE ENGINEER /  
PROJECT MANAGER OR EQUIVALENT**

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(A Central University)

**FORM 'E'**

**STRUCTURE AND ORGANISATION**

1. Name and address of the applicant
2. Telephone No./Fax No/Email address.
3. 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)**

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

**SCHEDULE OF QUANTITY ALONG WITH ESTIMATED COST**

NAME OF WORK: **CIVIL WORK FOR ANIMAL HOUSE IN THE DEPARTMENT OF PHARMACY**

S. No	Description	Qty	Rate	Amount
1	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :	120 Kg	377.75.	45330.00
2	Powder coated aluminium (minimum thickness of powder coating 50 micron)	120 Kg.	435.75	52290.00
3	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge. With float glass panes of 5.50 mm thickness	40 Sqm.	1054.20	42168.00
4	Providing and fixing aluminium tubular handle bar 32 mm outer dia, 3.0mm thick & 2100 mm long with SS screws etc .complete as per direction of Engineer-in-Charge. Powder coated minimum thickness 50 micron aluminium tubular handle bar	8 No.	508.55	4068.00
5	Providing and fixing aluminium sliding door bolts, ISI marked anodised anodic coating not less than grade AC 10 as per IS : 1868), transparent or dyed to required colour or shade, with nuts and screws etc. complete 250x16 mm	8 No	189	1512.00
6	Providing and fixing aluminium tower bolts, ISI marked, anodized (anodic coating not less than grade AC 10 as per IS : 1868 ) transparent or dyed to required colour or shade, with necessary screws etc. complete : 250x10 mm	8 No	95.25	762.00
7	Providing and fixing 100mm brass locks (best make of approved quality) for aluminium doors including necessary cutting and making good etc. complete.	8 No.	418.65	3349.00
8	Filling the gap in between aluminium frame & adjacent RCC/ Brick/ Stonework by providing weather silicon sealant over backer rod of approved quality as per architectural drawings and direction of Engineer-in-charge complete. Upto 5mm depth and 5 mm width	44 RM	88.75	3905.00
9	Providing and fixing aluminium round shape handle of outer dia 100 mm with SS screws etc. complete as per direction of Engineer-in-charge Powder coated minimum thickness 50 micron aluminium	8 NO	72.60	5808.00
10	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed. 2.6.1 All kinds of soil	582 Cum	155.60	906.00
11.	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor, etc., up to floor five level, excluding the cost of centering, shuttering and finishing: 1:3:6 graded stone aggregate 20 mm nominal size	4.61 Cum	5818.00	26891.00
12.	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in Cement mortar 1:6	3.63 Cum	4677.25	16978.00

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13.	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6	9.91 Cum	5426.15	53773.00
14.	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:1.5:3 graded stone aggregate 20 mm nominal size)	0.25 Cum	6230.20	1558.00
15.	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars	50.00 Kg	68.10	3405.00
16.	Centering and shuttering including strutting, propping etc. and removal of form for : Lintels, beams, plinth beams, girders, bressumers and cantilevers	4.00 Sqm	322.15	1329.00
17.	15 mm cement plaster on the rough side of single or half brick wall of mix : 1:6	148.68 Sqm	172.80	25692.00
18.	Providing and laying S&S C.I. standard specials such as tees, bends, collars, tapers,caps etc.(Heavy class):Over 300mmdia	234.00 Kg	90.10	21083.00
19	Providing and laying factory made coloured chamfered edge CementConcrete paver blocks of required strength, thickness & size/shape, madeby table vibratory method using PU mould, laid in required colour & patternover 50mm thick compacted bed of fine sand, compacting and properembedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints withjamuna sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand in footpath, parks, lawns, drive ways orlight traffic parking etc. complete as per manufacturer's specifications &direction of Engineerin-Charge. 60mm thick C.C. paver block of M-35grade with approved colour, design & pattern.	31.68Sqm	740.35	23454.00
20	Wall painting with acrylic emulsion paint of approved brand andmanufacture to give an even shade : Two or more coats on new work	133.80 Sqm	80.50	10771.00
21	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade : 13.47.1 New work (Two or more coats applied @ 1.43 ltr/ 10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/ 10 sqm)	148.68 Sqm	100.00	14868.00
22	Painting Steel work with Deluxe Multi Surface Paint to give aneven shade. Two or more coat applied @ 0.90 ltr/ 10 sqm overan under coat of primer applied @ 0.80 ltr/ 10 sqm of approved brand and manufacture	10.00 Sqm	90.00	900.00
23	Kota stone slab flooring over 20 mm (average) thick base laid over andjointed with grey cement slurry mixed with pigment to match the shade ofthe slab, including rubbing and polishing complete with base of cementortar 1 : 4 25 mm thick	48.00 Sqm	1141.40.	54787.00
24	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and republished, machine cut for kitchen platforms, vanity counters, windowsills, facias and similar locations of required size, approved shade, colourand texture laid over 20 mm thick base cement mortar 1:4 (joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edgesto give high gloss finish etc. complete at all levels. Area of slab over 0.50 sqm	16.00. Sqm	3907.40	62512.00
25	Providing and fixing PTMT pillar cock of approved quality and colour .15 mm nominal bore, 125 mm long foam flow, weighing not less than 120 gms	2 No	298.40	597.00
26	Providing and fixing mirror of superior glass (of approved quality) and ofrequired shape and size with plastic moulded frame of approved makeand shade with 6 mm thick hard board backingRectangular shape 1500x450 mm :	1 No	1332.45	1313.00
27	Providing and fixing G.I. Union in G.I. pipe including cutting and threadingthe pipe and making long screws etc. complete (New work) : 15 mm nominal bore	5 No	165.25	826.00
28	Providing and fixing G.I. Pipes complete with G.I. fittings and clamps, i/cmaking good the walls etc. concealed pipe, including painting with anti	25 Rm	306.05	7651.00



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	corrosive bitumastic paint, cutting chases and making good the wall :15 mm dia nominal bore			
29	Providing and fixing white vitreous china wash basin including making allconnections but excluding the cost of fittings :Flat back wash basin of size 630x450 mm	2 No	973.00	1946.00
30	Providing & fixing UV stabilised fiberglass reinforced plastic sheet roofingup to any pitch, including fixing with polymer coated 'J' or 'L' hooks, bolts& nuts 8mm dia. G.I plain/bitumen washers complete but excluding the cost of purlins, rafters, trusses etc. The sheets shall be manufactured out of 2400 TEX panel rovigs incorporating minimum 0.3% ultra-violet stabilizer in resin system under approximately 2400 psi and hot cured. They shall be of uniform pigmentation and thickness without air pockets and shall conform to IS 10192 and IS 12866.The sheets shall be opaque or translucent, clear or pigmented, textured or smooth as specified.2 mm thick corrugated (2.5" or 4.2" or 6") or step-down(2" or 3" or 6" ) as specified	35.13 Sqm	975.90	34289.00
31	Steel work in built up tubular ( round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes	400.00 Kg	102.90	41160.00
			Total	<b>565881.00</b>
			<b>Say Rs.</b>	<b>565881.00</b>

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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.

#### **MATERIALS:**

#### **BRAND/MAKE**

1	Acid/Alkali Resistant Tile	Somany, Nitco, Kajaria, Bell Granamite
2	Acrylic Emulsion Paint	Asian , ICI Dulux, Berger, Nerolac
3	Admixtures & Epoxy	FOSROC, Aquomix , Choksey
4	Aluminium Composite Panel	Alpolic, Aluco Bond, Reynobond, Euro bond, Alstrong
5	Aluminium Extrusions	Hindalco, Indalco, Jindal
6	Aluminum Sections	Jindal, Hindalco, Indalco
7	Annealed Float Glass	Saint Gobain, Modi Guard
8	Centrifugally Cast Iron Pipe & Fittings	Neco,SKF, Kapilansh, RIF
9	Ceramic Tiles	Kajaria, Somany, Nitco, Bell Ceramic, AGL
10	Chequered tiles	Nitco, Super
11	CP Bottle Trap	Parryware, Hindware, Jaquar or equivalent.
12	CP Brass Bibcock, Pillarcock, Stopcock, Angle Valve, Concealed Stop Cock.	Marc, Jaquar, Parryware, Hindware
13	CP fittings	Jaquar, Parryware, Hindware
14	CP Waste Coupling	Jaquar, Marc, Hindware
15	Curtain Carrier	Vista levlor or equivalent.
16	Dash fastener, Expansion Bolt	M/s Dev Ashish, Hilti, Fischer or equivalent
17	Door closer, Floor springs	Dorma, Hafle, Hardwyn, Falcon or approved equivalent.
18	Drapery Rod	Vista Levlor or equivalent.
20	EPDM Gasket	Anand Lescuyer, Hanu or equivalent.
21	Epoxy Primer & Paints	Berger, Pidilite, CICO, BASF, SIKA.
22	Fibre Glass Shelf	Kamal, Bath King or equivalent.
23	Float Glass	Modi Float, Saint Gobain, Asahi
24	Flush Doors (ISI Mark only)	Kutty flush door, Anchor, Century, Kitlam, Action-Tesa, Archid, A-1 Teak Products-Indore, M.P. Wood Industries
25	Flush Valve	Aquel, Marc, Parryware .
26	FRP Shutters	Fibre Glass Engineers, Raipur, Aashoo Model or equivalent
27	Galvanized/Stainless Steel Anchor Fasteners	Shakti, Arrow, Hilti, Fischer
28	GI fitting	Tata, Jindal, Surya, Zenith
29	GI Pipe	Tata, Zenith, Jindal
30	Glass Mosaic Tile	Bissazza, Saon or equivalent.
31	Gun Metal Gate Valve	Zoloto, Leader, SAINT
32	Gypsum Board / False Ceiling	Boral Gypsum / India Gypsum/ Lafarge/ St. Gobain
33	Hardner	Hard crete of Snowcem India, MC Deritop F.H.
34	Hydraulic Door Closer	Hardwyn, Godrej, Dorma
35	Hydraulic Floor spring	Hardwyn, Godrej Dorma or equivalent.
36	Jet Assembly for EWC	Parryware , Jaquar
37	Laminate and Veneers	Marino, Greenlam, Formica, Kitlam, Durian, Ventura, Archid
39	Melamine Polish	Asian Paint, Pidilite, ICI Dulu, Burger
40	Metal False Ceiling	Nittobo / Armstrong / Trac / Durlum / Lafarge

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### MATERIALS:

### BRAND/MAKE

41	Mineral Fibre Ceiling	Armstrong / Nitobo / Daikin /Hunter Douglas
42	Modular SS Railing System	Metallica Metals, D-line, Mobel Hardware.
43	M.S. Pipe (Railing)	Jindal / Tata, RINL, Prakash Surya
44	Marine Plywood / BWP Ply	Kitply / Duro / Century / Greenlam, Archidply
46	Acrylic Distemper, Emulsion/ Synthetic Enamel Paint and Primer.	Asian, ICI Dulux, Berger, Nerolac
50	Ply Wood,	Kitply, Green ply, Century, Archid
52	Poly Sulphide / Silicon / Structural Silicon Sealant,	Pidilite, Choksey, Dow Corning, Wacker, GE, Du-pont
53	Polymer Modified Cementitious grout	Bal Endura, Pidilite or equivalent.
54	Pre-laminated Particle Board	Novapan, Kitlam, Action-Tesa, Associate or equivalent
55	Primer	Asian, ICI, Berger, Nerolac, Shalimar
56	PVC Rain Water Pipe & Fitting	Finolax, Kisan, Kasta, Supreme or equivalent.
57	PVC Shutter	Rajshri, Sintex or equivalent.
61	Stainless Steel	Jindal Stainless Steel, Salem Steel or equivalent
62	Stainless steel Sink with or without Draining board.	Nirali, Hindware, Frankee, Neelkanth, Jaquar
63	Stainless steel Door/Window fittings & Fixtures	Suzu, Dorma, ESSEMM, D.Line, Hettich
65	Structural steel section	TATA, SAIL, RINL
66	Super plasticizer	MC Bauchemie, Sika, Fosroc
68	Terrazzo tiles	Nitco, Bharat
69	Multicoat Synthetic Plaster/ Textured Exterior wall paint	Berger, Unitile, Spectrum, Oikos, Snowcem, Heritage
70	Towel Ring/Towel Rod/Towel Rack	Kamal, Marc, Jaquar or equivalent.
71	Tubular Section Windows	M/S Classic Engineers & Fabricator, Raipur, M/s JK Enterprises, Jaipur
73	Vitreous China Sanitaryware, Fittings & Fixtures	Hindware, Parryware, Jaquar or equivalent.
75	Vitrified Tile	Johnson Marbonite, Euro, Somany, Granito, Kajaria, Marbitto, AGL
76	Waste Pipe	Kamal, Viking or equivalent
77	Water Proofing Compound (Liquid)	Pidilite, Cico, Impermo
78	White Cement	JK, Birla or equivalent.
79	CPVC Pipes	Astral Flowguard, Ashirvad, Prince, Supreme

**Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)**  
**(A Central University)**  
**INTEGRITY PACT**

To,

Sub: NIT No. **66** for the work of **Civil work for Animal House in the Department of Pharmacy.**

Dear Sir,

It is here by 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.)**  
(A Central University)

To,  
The Registrar  
Dr. Harisingh Gour Vishwavidyalaya  
Sagar (MP)

Sub: Submission of Tender for the work of **Civil work for Animal House in the Department of Pharmacy.**

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)**

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

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

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at..... on this..... day of..... 20

**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:

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

## **(A Central University)**

### **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) / 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)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents /

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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.

- d) 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



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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** there of shall not be subject to arbitration.

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## **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 :

Dated :