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क्र. आर./ई.ई./आई.डब्ल्यू.डी./2018/93

12 सितम्बर 2018

डॉक्टर हरीसिंह गौर विश्वविद्यालय सागर द्वारा निम्नलिखित कार्य हेतु मुहरबंद कोटेशन, उचित श्रेणी के फर्मो/प्रतिष्ठानों, जिन्हें संबंधित कार्य करने का अनुभव हो, से दिनांक 04 अक्टूबर 2018 अपराह्न 4.30 बजे तक कुलसचिव, द्वारा आमंत्रित किये जाते हैं। प्राप्त कोटेशन कुलसचिव अथवा उनके प्रतिनिधि अथवा समिति द्वारा खोले जायेंगे।

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	Work for Temporary Errection of Pandal & Light Decoration on Occasion of Gour Jayanti 2018 and for the other upcoming Events/Programme at Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.)

S. No.	Discription of Items	Quantity	Rate	Unit	Amount
As Per Sheet Attached					

- (अ) कोटेशन प्राप्त होने की तिथि 04 अक्टूबर 2018 समय 4.30 बजे तक
 (ब) कोटेशन खोले जाने की तिथि 05 अक्टूबर 2018 समय 4.30 बजे तक
 (स) अर्नेस्ट मनी रु 25000.00 (Cross Demand Draft, Fix Deposit, Bankers Receipt Cheque, Bank Guarantee in any commercial Bank or Online Payment IDBI Bank Ac. No. 0407104000135337 (कुलसचिव डॉ. हरीसिंह गौर वि.वि. सागर (म.प्र.)
 (द) कोटेशन प्रपत्र शुल्क :- नि:शुल्क
 (इ) यह कोटेशन प्रपत्र वि.वि. की web site www.dhgsu.ac.in एवं CPP Portal पर उपलब्ध है।

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1. पैन नंबर/टिन नंबर प्रमाण पत्र की छायाप्रति ।
2. जी.एस.टी. नंबर/प्रमाण पत्र की छायाप्रति नियमानुसार संलग्न की जाये।
3. निविदाकार के विश्वविद्यालय में नजदीकी रिश्तेदार (लेखा शाखा में वित्ताधिकारी से अधीक्षक तक एवं यंत्री विभाग में कार्यपालन यंत्री से कनिष्ठ यंत्री तक) नहीं होने का प्रमाण पत्र ।
 (fj' rnkjla dh i fjHk'kk& पति, पत्नि, अभिभावक, पुत्र, पुत्री, प्रपोत्र, भाई, बहिन, साला, बहनोई, सास, ससुर इत्यादि)
3. शासकीय/अर्धशासकीय/स्वशासी विभागो/प्रतिष्ठानों का संबंधित कार्य का कार्य अनुभव प्रमाणपत्र संलग्न करें।

dyl fpo

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1. एकल अथवा समस्त कोटेशन बिना कारण बताये निरस्त करने का अधिकार विश्वविद्यालय के पास सुरक्षित रहेगा, एवं उचित कारणों से न्यूनतम कोटेशन दर के अलावा भी कोटेशन विश्वविद्यालय द्वारा स्वीकृत किये जा सकेंगे।

2. निर्धारित समय सीमा के उपरांत प्राप्त कोटेशन पर विचार नहीं होगा, सशर्त कोटेशन स्वीकार नहीं होंगे।

3- iMr dW'sku dh oSkrk vxkeh , d o"ZvFlok u; h fufonk Lohd`r gkus dh frfFk rd oSk jgsxA

4. दरें समस्त टैक्सों सहित होंगी, एवं किसी भी प्रकार का अतिरिक्त भुगतान नहीं होगा।

5. समस्त टैक्स इत्यादि की कटौती शासन के नियमानुसार की जावेगी। टैक्सों की दरों में किसी भी प्रकार का परिवर्तन शासकीय नियमानुसार लागू होगा।

6. कार्य का भुगतान किये गये कार्य के वास्तविक माप के आधार पर होगा।

7. कार्य का भुगतान कार्य पूर्ण होने के उपरांत एवं कार्य के प्रभारी का कार्य से संतुष्ट होने के उपरांत होगा।

8. कोई भी निरस्त सामग्री अथवा कार्य, ठेकेदार को स्वयं के खर्चे पर कार्य स्थल से हटाना होगा।

9. कोटेशन खोले जाते समय ठेकेदार अथवा उनके प्रतिनिधि उपस्थित हो सकते हैं।

10. कार्य अधूरा छोड़ने पर, कार्य किसी अन्य एजेंसी से, संबंधित ठेकेदार की रिस्क एण्ड कास्ट पर पूर्ण करवाया जा सकेगा।

11. किसी भी प्रकार का अग्रिम भुगतान नहीं होगा।

12. 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।

13. एक ठेकेदार के द्वारा एक ही कोटेशन दिया जा सकेगा।

14. 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।

15. कार्य सबलेट नहीं किया जा सकेगा।

16. कोटेशन के प्रपत्रों में ठेकेदारों द्वारा किसी प्रकार का संशोधन नहीं किया जावेगा। यदि ऐसा पाया जाता है तब कोटेशन निरस्त माना जायेगा।

17-1 eLr dk Zfnukd 25 uoEcj 2018 dks nki gj nks ct srd i wZdj kuk gksA

18. यदि अपरिहार्य कारणों से कोटेशन खोले जाने की घोषित तिथि पर कोटेशन नहीं खोले जाते हैं तब कोटेशन खोले जाने की सूचना अलग से प्रदान की जायेगी।

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20. विभिन्न कार्य मदों के संपूर्ण लागत मूल्य में न्यून होने के आधार पर न्यूनतम मूल्य की गणना की जावेगी।

21. निविदाकार द्वारा निविदा प्रपत्र के प्रत्येक पेज पर हस्ताक्षर एवं सील होना अनिवार्य है।

22. किसी भी प्रकार के विवाद की स्थिति में कुलपति का निर्णय अंतिम एवं उभयपक्षों को बंधनकारी होगा।

नोट:- गौर जयंती हेतु लाईट डेकोरेशन की व्यवस्था 26 एवं 27 नवम्बर 2018 के लिए एवं पंडाल की व्यवस्था 26 नवम्बर 2018 के लिए होगी। साथ ही साथ अन्य अवसरों, कार्यक्रमों पर आवश्यकतानुसार इस निविदा की स्वीकृत दरों पर कार्य का संपादन कराया जा सकेगा।

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Schedule of Items

Pandal Arrangement and Light Decoration Work for Gour Jayanti 2018						
S.N.	Qty	Description	Unit	Rate Per Day		Amount
1	3600	पाईप पंडाल 17 फुट ऊचाई 30X120	Sq.ft.		×1 day	
2	10800	पाईप पंडाल 15 फुट ऊचाई 90X120	Sq.ft.		×1 day	
3	1800	सीलिंग मंच पर 30X60	Sq.ft.		×1 day	
4	240	फिरिल 4X60	Ft.		×1 day	
5	22950	मेंटिंग: पंडाल, स्टेज के सामने, मंच, समाधि से स्टेज, पंडाल के सामने, पंडाल की गैलरी	Sq.ft.		×1 day	
6	20	लेग कवर 2½X8	Each		×1 day	
7	20	टेबिल 2½X4	Each		×1 day	
8	6	तखत 3X6	Each		×1 day	
9	300	विंग्स मंच पर 10X15X2	Sq.ft.		×1 day	
10	10	सोफासेट लोहे का	Each		×1 day	
11	10	सोफासेट व्ही.आई.पी. स्टील	Each		×1 day	
12	2050	फाईवर कुर्सी	Each		×1 day	
13	200	व्ही.आई.पी. कुर्सी	Each		×1 day	
14	60	झूमर लाईट 24"	Each		×1 day	
15	60	एम.एच. लाईट सफेद	Each		×1 day	
16	1	साउंड सिस्टम, मिक्सर, एम्पलीफायर साउंड वाक्स कम्पलीट	Set		×1 day	
17	320	सी.एफ.एल.	Each		×1 day	
Total Rs.						
GST 18 %						
Total Rs Part A						
S.N.	Qty	Description	Unit	Rate Per Day		Amount
18	9840	सीरीज 60 बल्ब प्रति सीरीज	Each		×2 day	
19	970	पट्टा 360 बल्ब प्रति सीरीज	Each		×2 day	
20	3700	बिंदकी लाईट	Each		×2 day	
21	190	रनिंग पट्टी	Each		×2 day	
22	4400	रनिंग बल्ब	Each		×2 day	

23	7850	रनिंग शटक	Sq.Ft.		×2 day	
24	20	सी.एफ.एल.	Each		×2 day	
25	120	एम.एच. लाईट	Each		×2 day	
26	50	चकरी बार्ड	Each		×2 day	
Total Rs.						
GST 18 %						
Total Rs Part B						
Grand Total A+B Rs.						

शब्दों में.....

टेकेदार के हस्ताक्षर.....

नाम.....

पता.....

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.....

**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 thisday of. 2018

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** there of shall not be subject to arbitration.

Article 8- Legal And Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both

the Parties agree that this Integrity Pact will have precedence over the Tender / 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 : September 2018