



TENDER NO: DHSGSU/SP/MESS/2023/1348

Date: 06.10.2023

**NOTICE INVITING TENDER FOR MESS (CATERING SERVICE)
FOR UNIVERSITYHOSTEL (Boys and Girls)**

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ABOUT THE VISHWAVIDYALAYA: Doctor Harisingh Gour Vishwavidyalaya Sagar (A Central University), formerly University of Saugar, was established on 18th July 1946 by Dr. Sir Hari Singh Gour (founder VC) by his lifetime saving. The University is situated 5 Km. east of Sagar city and its campus covers an area of 1312.89 acres over Pathatiya Hills connected to the Vindhya Range, surrounded by lush green forest (about 100 acres) within its campus and has effectively contributed to the maintenance and preservation of ecosystem and its biodiversity. It is one of the finest picturesque campuses in India. The NAAC appointed by UGC has awarded A+ Grade re-accreditation to this University. This University is declared as a Central University w.e.f. 15th Jan 2009. The University is developing in a congenial peaceful disciplined and enthusiastic atmosphere.

BRIEF OF TENDER

Tender for work of	Mess Contract for University Boys and Girls Hostel
Estimated Annual Contract Value	Rs.3,75,00,000/-
Date of availability of Tender document in the University website	07.10.2023 10.00 Hrs
Pre Bid Tender Meeting (Date, Time & Venue)	12.10.23 from 15.00 Hrs onwards, at the Office of chairman, Council of Warden, Dr. H.S Gour Vishwavidyalaya, Sagar M.P
Submission of Bid Start Date	14.10.2023 18.00 Hrs
Submission of Bid End Date	04.11.2023 18.00 Hrs
Date and Venue of Opening of Technical Bid	06.11.2023 16.00 Hrs at S&P Section
Tender Document Cost	NIL
EMD	Rs.7,50,000/- by way of DD/ Bank Guarantee/NEFT/RTGS Account No. 10186725260 IFSC code SBIN 0001143 in Favour of "Registrar Dr.H.S.Gour Vishwavidyalaya Sagar MP
Last Date of Submission of original EMD	As per Bid Document
Address for submission of original EMD	Chairman, Council of Wardens Dr. H.S. Gour Vishwavidyalaya Sagar 470003 (M.P.)
Date of opening of Financial bids	To be announced later

On behalf of the Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.) **ONLINE tenders** are invited under two cover system from licensed caterers or well established caterers for Mess (Catering Service) For University Hostel (Boys And Girls) For details of terms and conditions, please refer to the tender copy. Tender document may be downloaded from website of the Vishwavidyalaya (www.dhsgsu.ac.in) and CPP Portal.

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

DEFINITIONS

- 1) The Vishwavidyalaya means the Dr. Harisingh Gour Vishwavidyalaya Sagar- 470003 (M.P.).
- 2) Vice Chancellor, means the Vice Chancellor of - Dr. Harisingh Gour Vishwavidyalaya Sagar- 470003 (M.P.).
- 3) Registrar, means the Registrar of Dr. Harisingh Gour Vishwavidyalaya Sagar- 470003 (M.P.).
- 4) Chairman means Chairman, council of wardens, Dr. Harisingh Gour Vishwavidyalaya Sagar- 470003 (M.P.).
- 5) Warden means warden of the hostel in Dr. Harisingh Gour Vishwavidyalaya Sagar- 470003 (M.P.).
- 6) Tenderer means the bidder participating in the tender.
- 7) Contractor means the successful bidder/ Tenderer, who has been awarded the contract.
- 8) 'Month' means 30 days for any calculation purpose, irrespective of actual number of days in a particular month.
- 9) Setup means Cooking utensils, serving utensils, crockery, cutlery, manpower and any other requirement for mess operation.
- 10) Furnished dining hall means providing dining tables, chairs, fans and lights (Tubelights, LED lights etc.)

I. SCOPE OF WORK:

The contract of mess will be awarded to successful bidder. The number of students in each mess will be as mentioned below:

S.N.	Name of Hostel	No. of Students	Remarks
1	Tagore Hostel	380	+/- 10% variation in number of students
2	Vivekanand Hostel	396	+/- 10% variation in number of students
3	Raman and Bhabha Hostel	70	+/- 10% variation in number of students
4	Nivedita Hostel	394	+/- 10% variation in number of students
5	Rani Laxmibai Girls Hostel	200	+/- 10% variation in number of students
Total no of Students		1440	

To prepare and serve Breakfast, lunch and dinner to students, guests and visitors of the Vishwavidyalaya, on payment basis, as per weekly menu (as attached). Contractor should have one complete setup for the mess service. It is required to maintain the mess and its surroundings neat and clean. The employees of the contractor have to coordinate with the Chief warden/warden authorized representative of the Vishwavidyalaya.

II. JOB SPECIFICATION:

- 1) The contractor will have to commence the job within stipulated period as per award of the contract. The food has to be prepared in clean, hygienic and safe conditions as per the menu given in Annexure-2.
- 2) The employees of the contractor should have the knowledge and aptitude of preparing vegetarian food.
- 3) The garbage collected from the kitchen, dining hall, dish wash area will be disposed of every morning and evening through garbage van in closed bins by separation of bio-degradable waste from non-biodegradable waste. The surroundings shall be kept clean and hygienic.
- 4) The kitchen, dining hall, hand wash area, dish wash area etc. will be washed with water and soap solution and mopped, after every meal (Breakfast, lunch and dinner) and be disinfected once in 15 days or as and when required.
- 5) High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the mess premises should be cleaned and washed daily.
- 6) Food is served through counters on self-service basis. Water should be served on the dining tables.
- 7) After every meal (Breakfast, lunch and dinner) all the utensils (plates, cups, katoris, water glass, spoons, forks, knives etc.), are to be cleaned with soap solution with hot water, dried and kept ready for the next meal. All the vessels used for cooking also should be washed in soap solution with hot water and properly cleaned vessels should be available for use for cooking the next meal. The tables and water coolers should be cleaned and maintained and kept in hygienic condition all the time. Any shortcoming in this will be penalized strictly.
- 8) All types of utensil including tea spoons, table spoons, forks, knives, stainless steel tumbler glasses, katories etc., should made available by the contractor at his/ her own cost and the contractor will be responsible for loss of any item.
- 9) Number of workers should not be less as per the requirement in each setup. Credentials of deployed employees will be checked by the respective warden, if found unsatisfactory may be instructed to replace such employee(s).
- 10) Security of mess premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the catering contractor.
- 11) Major civil and electrical works will be attended by the university. Minor maintenance jobs such as replacement of light bulbs, tube lights etc. are the responsibility of the catering contractor.

- 12) Electricity charges as per the actual per unit will be paid by caterer in advance on monthly basis. Use of heaters in kitchen is strictly prohibited. However, induction cooker/stoves may be used.
- 13) Kitchen equipment, Gas burners with Commercial cylinder, cooking utensils, crockery, cutlery etc will not be provided by the university Hostel. Upkeep of all items provided by the Hostel will be the sole responsibility of the caterer
- 14) Wooden fire/coal bhatti/caw dung is not allowed in the kitchen.
- 15) Refilling of Commercial cylinders procurement of good quality provisions and other consumables is the responsibility of the caterer.
- 16) The dining hall will be furnished by the University without any cost to minimize the cost of food/meal but it will be maintained in good decor and hygienically by the catering contractor.
- 17) The caterer shall attend meeting of the committee, as and when convened by the competent authority.
- 18) The timing of mess are as follows :

Breakfast	: 07:30 AM to 08:30 AM
Lunch	: 12:00 AM to 02:00 PM
Evening Tea	: 05:00PM to 06:00 PM
Dinner	: 08:00 PM to 09:30 PM

Any changes in the timings, menu will be determine by the committee constituted by the Council of Wardens in consultation with the caterer.

- 19) Coupons for Parents meals and extra meals will be sold (given) to them either on the basis of a student writing for it in the register maintained or against cash payment for the same to the caterers on the same rates.
- 20) In case the mess is closed on any occasion due to any reason or otherwise then meal will be arranged by the contractor without any additional charges.
- 21) In case, a special event is organized in the hostel for which food will be arranged by the contractor on mutually agreed rate/charges.

III. TECHNICAL ELIGIBILITY

For a tenderer to qualify in the technical bid following eligibilities are required.

- 1) Tenderer should be a registered and a licensed contractor for the said job types specified in Scope of work, such as:
 - a. Food Safety and Standards Authority of India (*fssai*)
 - b. Valid license/ registration for establishment.
 - c. EPFO, ESI registration Certificates and labour license.
 - d. ISO certification is required.
- 2) Tenderer should have a minimum of threeyears' experience in providing similar type of services to in State/Central Government/PSU/Autonomous Body under Government/ Govt. Institutions / Educational Institutions/ Vishwavidyalayas of repute.
- 3) Tenderer should havesuccessfully completed similar work in catering services inmagnitude and duration where similar means one work of contract value 80% of estimated annual contract value or more per year OR two works of contract value 50% of estimated annual contract value or more per year, OR three works of contract value 40% of estimated annual contract value or more per year, in last three years in State/Central Government/PSU/Autonomous Body under Government/ Govt. Institutions / Educational Institutions.
- 4) An undertaking that the tenderer has not been blacklisted by any govt. organization and not convicted by the court of law the last 05 years.
- 5) The tenderer should have a turnover of **Rs. 112 Lakhs or** more on average basis for the last three financial years (2020-21 2021-22 and 2022-23). Supported by statements of accounts (income and expenditure certificate)showing turnover for these years, along with the ITR for the last three financial years, duly certified by Chartered Accountant, to be submitted with the tender document.
- 6) The tenderer should have valid PAN and GST Registration.
- 7) The Tenderer shall deposit EMD by way of Demand Draft/Banker's Cheque/bank guarantee, drawn in favour of the **Registrar, Dr. Harisingh Gour Vishwavidyalaya Sagar**, payable at Sagar. Bank guarantee should remain valid for at least 60 days beyond final bid validity period. Firms eligible for waiver from submission of EMD as per Government of India rules should submit relevant registration document for claiming exemption. EMD will not carry any interest and the same will be refunded to the unsuccessful tenderer within 30 days from the date of tender opening or finalization of the tender whichever is later. Any tender without EMD in Part-A will be summarily rejected. The EMD amount may also be deposited directly to the university bank account by NEFT/RTGS in SBI Account number 10186725260, IFSC code SBIN0001143 and will submit the receipt of same.

IV. SUBMISSION OF TENDER

Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Tenderers are advised to follow the instructions “Instructions to Bidders for Online Bid Submission” provided in Annexure - 5 for online submission of bids.

Tenders will have to be submitted in TWO PARTS i.e. (a) Technical Bid and (b) Financial Bid through **ONLINE** mode only.

- i) Original EMD should be sent to the Vishwavidyalaya by the date as mentioned in the tender document. EMD should be sealed in a envelope duly super scribed as EMD along with Tender No. as mentioned below:

TENDER FOR MESS SERVICES IN UNIVERSITY HOSTEL (BOYS AND GIRLS)	
EMD	
TENDER NO.	Dated:-
To	
The Chairman,	
Council of Wardens	
Dr. Harisingh Gour Vishwavidyalaya Sagar	
(A Central University)	
Sagar- 470003	
Madhya Pradesh	
	From:-
	M/s.....
	Phone No.:
	Email Id.:

ii) Technical Bid

Technical bid shall be submitted through ONLINE mode only. Following documents should be submitted in pdf format:

- Signed and scanned copy of valid license from Food Safety and Standards Authority of India (FSSAI), EPFO, ESIC, Labour license and ISO certificates.
- Signed and scanned copy of valid license/ registration for establishment.

- c) Scanned copy of three year's experience certificate in providing similar type of services (Annexure – 9).
- d) Scanned copy of successful completion of Similar Work in last three years (Annexure –7).
- e) Signed and scanned copy of Undertaking Annexure-1.
- f) Scanned copy of CA certified statement of Account showing turnover for last three years (FY 2020-21 2021-22 and 2022-23) (Annexure-8) along with its supporting documents such as account statements (profit & loss) and ITR.
- g) Signed and scanned copy of PAN and GST registration of bidder.
- h) Signed and scanned copy of EMD.
- i) Signed and scanned copy of Exemption/Relaxation Form (Annexure-6) along with requisite documents, if exemption/relaxation claimed, if required.

Bidders registered as MSEs will be allowed exemption in EMD, as per Rule 170 of GFR 2017 and relaxation in respect of prior turnover and prior experience up 50% shall be granted to bidders registered as Startups, as per Rule 173(1) of GFR 2017. Exemption and/or relaxation can be claimed by submitting copy of certificate/ license/ any other document as per the rules/norms.

iii) Financial Bid

- a) Financial Bid stating the rates in prescribed format through ONLINE mode only and the rates should be quoted month wise per student.
- b) Financial bids of only shortlisted bidders will be opened. Short listing will be done on the basis of technical bids as per technical criteria mentioned in the tender document.
- c) Price quoted should include all costs including all taxes. It should also include cost of any auxiliary equipment or accessory required, etc.
- d) Price should be quoted in Indian currency and in whole rupees only.
- e) The **quoted** price must be valid for a minimum period of **120 days** which shall be reckoned from the date of opening for price bid.

V. IMPORTANT INSTRUCTIONS

- 1) Only successful vendor's EMD will be retained as a part of security deposit and is refundable after termination of the contract/ receipt of security deposit, without any interest, after deducting dues if any, to the Vishwavidyalaya.
- 2) If the contractor fails to carry out the jobs as per the terms and conditions agreed upon, he is liable for forfeiture of EMD/Security Deposit in additions to penalty.
- 3) The contractor shall be solely responsible either for any injury, damage, accident to any worker by the contractor or for any loss or damage to the equipment/ property in the areas of work.
- 4) The workers employed by the contractor shall wear uniform and name badge, which is provided by the contractor and the agency, shall be responsible for the discipline of his workers. The workers are not employees of the Vishwavidyalaya and shall not have any claim whatsoever on the Vishwavidyalaya and shall not act detrimental to the interest of the Vishwavidyalaya. The workers shall have to follow the security regulations as directed by Security Officer of the Vishwavidyalaya. Workers shall not form union or carry out trade union activities in the campus.
- 5) The contractor will be provided space, in the respective hostel's kitchen, for cooking, storage and mess-employees, etc.
- 6) Sub-letting/sub-contracting the work is not permissible under any circumstances and if found, the contract will be terminated and security deposit will be forfeited. Consequently, the firm will be declared blacklisted.
- 7) The mess employees should be medically fit to work in Kitchen and dining hall in the mess. They should not suffer from any contagious disease.
- 8) Medical checkup of all deployed employees, every six month or as and when required, by the Vishwavidyalaya's Medical Officer is mandatory.
- 9) **Pre-bid meeting:** A pre-bid meeting would be held as per scheduled date and time. The tenderers who require any clarifications of the tender documents are invited for the meeting with the council of wardens.
- 10) The books of accounts regarding attendance, acquaintance, wages paid, PF accounts etc. are to be maintained properly and produced for inspection to the Vishwavidyalaya, whenever asked for and the Vishwavidyalaya can take penal action for non-compliance.
- 11) The normal working hours of the mess are from 6.00 am to 10 pm. However, the Vishwavidyalaya may call for special services that may be at times beyond these hours on special occasions, without any additional payment.

VI. TERMS OF PAYMENT

- 1) Contractor will collect payment from students directly. It may be taken in advance for one/current month. The receipt of the payment will be provided by contractor to the students as per the rated fixed,
- 2) Contractor should made available all payment modes to students such as e-transfer, RTGS/NEFT, Mobile app transfer, POS machine, etc. No cash transaction will be allowed in this regard.
- 3) University will not be liable for any loss/damage for the mess fee collection from the students.

VIII. CONTRACT PERIOD

The contract will be for a period of one year, which could be extended further for two more years (one year at a time) on satisfactory performance and on mutual consent of both the parties at the end of the year on the same term and conditions.

IX. GENERAL INSTRUCTIONS

- 1) Quoted price should be inclusive of all taxes and duties.
- 2) The offer should be valid for a period of at least 90 days beyond the date of the tender opening.
- 3) The tenderer should be prepared to come to the Vishwavidyalaya to take part in discussions, if required at a short notice.
- 4) The tenders should be submitted ONLINE and EMD, in original, should reach to the office of the **Chairman, Council of Wardens, Dr. Harisingh Gour Vishwavidyalaya Sagar-470003 (M.P.)** as per the schedule mentioned through speed post only within seven days of the last date of the bid submission.
- 5) The Vishwavidyalaya may form a committee to inspect the food quality provided by the tenderer.
- 6) The contractor shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like EPF, ESI, Minimum Wages Act etc., and proper account of payments including minimum wages being made to the workers of the agency. The contractor shall be solely responsible for any failure to fulfill the statutory obligations and

shall indemnify the Vishwavidyalaya against all such liabilities, which are likely to arise out of the agencies failure to fulfill such statutory obligations.

- 7) In case of any conflicting and/ or conditional terms submitted by the tenderer, the respective tender shall be summarily rejected.
- 8) The workers employed by the contractor should not have any criminal background; an affidavit to this effect must be attached with the tender by the tenderer. The contractor should submit police verification report of employees deployed to the Vishwavidyalaya within One month of the award of the contract.
- 9) All the documentation in the tender should be in English/Hindi only.
- 10) Successful contractor shall execute an agreement on a prescribed format.
- 11) Prospective bidders may inspect the Hostel mess premises with prior appointment with warden of the Hostel.

X. OTHER TERMS AND CONDITIONS

1) DISPUTES:

- a. In case of any disputes, the decision of the Vice Chancellor of the Vishwavidyalaya shall be final and binding on the Bidders.

b. ARBITRATION

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Vishwavidyalaya and the Bidder/ contractor in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitrator appointed by the Vice Chancellor, Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.) who shall give written award of his decision to both the parties.

- c. All legal disputes shall be subjected to jurisdiction of Sagar court(s) only.

- 2) **INDEMNITY:** The Vishwavidyalaya shall be indemnified for all losses due to commissions and omissions of any person deployed by the contractor. There shall not be any loss or damage caused to the Vishwavidyalaya(people and / or property)on account of any negligence, carelessness, acts of omissions/ commissions of contractors, his employees or staff and the same shall be compensated/ repaired by the contractor. It shall be made very clear that the employees/ staff engaged by the contractor shall not be treated or considered as employees of the Vishwavidyalaya under any circumstances. The contractor shall defend, indemnify and hold the Vishwavidyalaya harmless from any liability or damage, law suits,

penalties imposed by any State and Central Government Department or statutory body or by a third party for reasons of violation of any of their statutory provisions or requirements. The Vishwavidyalaya shall not be liable for any damage or compensation payable to any worker or to any person as a consequence of his work and the Vishwavidyalaya shall be completely indemnified accordingly.

- 3) **SECURITY DEPOSIT:** The contractor shall provide Security Deposit of **5% of contract value (Contract value= Rate per student per month X Number of students X 10)** in the form of Demand Draft or **Performance Bank Guarantee** from the nationalized bank in favour of the Registrar, Dr. Harisingh Gour Vishwavidyalaya Sagar payable at Sagar before the commencement of the contract.

If the contractor fails to carry out the entrusted job contract services and related miscellaneous works within the stipulated time and as per the scope of work and job specification, Vishwavidyalaya reserves the right to impose penalty as specified in the Penalty Clause and has the right to get the work done through someone else.

The security deposit furnished by the contractor will not carry any interest and will be refunded:-

- i. On completion of job contract service entrusted to the contractor satisfactorily. If the work is not satisfactory security deposit is liable for forfeiture.
- ii. The security deposit made by the contractor will be released only after producing the proof of compliance of employee provident fund, ESIC & minimum wages etc. of the employees engaged by him/her.

XI. GUIDELINES FOR THE WORKERS OF THE CONTRACTOR

- 1) They shall not act in any way detrimental to the interest of the Vishwavidyalaya.
- 2) They are not employees of the Vishwavidyalaya and shall not have any claim whatsoever on the Vishwavidyalaya.
- 3) Uniform: All personnel appointed by the contractor shall wear approved uniforms provided by the agency during working hours for proper identification of employees of different agencies. The dress code will be defined by the university and contractor on mutual consent.
- 4) The Contractor shall provide ID cards to the staff and wear all the time during the mess hours.
- 5) They shall follow the security instructions as directed by the Security Supervisor/ Officer.
- 6) They shall not participate in any strike or protest in any form.

- 7) All the contractor's workers are required to do their duty maintaining hygienic, cleaning and safety.
- 8) A list of workers profile has to be submitted to Chairman, Council of wardens of the Vishwavidyalaya.
- 9) Contractor shall ensure that the behavior of the workers/staff with the students/mess users is decent. Contractor shall be responsible for any miss-behavior and/or abusive language by the workers/staff and necessary action may be taken in any of such occurrence.
- 10) Consumption of Smoking/tobacco/alcohol by any of the mess staff in the Vishwavidyalaya premises is strictly prohibited. If found, a penalty will be imposed as decided by the university.
- 11) All the required quantity of materials and labourers for Mess Contract and related miscellaneous works will be at the cost of the contractor, he shall furnish the staff position, implements, equipments, tools and plants for this work as proposed to be deployed by him
- 12) Whenever any claim for the payment of whether liquidated or not, money arises out of or under this contract against the contractor, the Vishwavidyalaya shall be entitled to recover such sum by appropriating in part or whole, the security deposit by the contractor. In the event of security deposit money being insufficient, then the balance or the total sum recoverable, shall be demanded from the contractor. In case of non-compliance appropriate action, as deem fit, may be initiated or any Security Deposit shall be withheld till such claims of the Vishwavidyalaya and finally adjudicated upon and paid by the contractor.

XII. ADDITIONAL CONDITIONS

- 1) A complaint book / register is to be maintained by the contractor in the mess and should be made immediately available on demand by any of the mess user. This register should be provided to mess committee for periodic examination.
- 2) If absence of a student in the mess is for continuous three or more days and that is on account of holidays/approved leave, rebate in monthly mess payment will be given to students for these days and they will pay less amount after deducting the amount for said dates of absence.
- 3) Student can take leave from mess for maximum of three days in a month. More days of absence can be considered only in case of vacation/academic leave/exceptional cases which shall be decided by the respective hostel warden. Rebate in monthly payment will be given accordingly.

XIII. TERMINATION OF CONTRACT

- 1) The Vishwavidyalaya reserves the right to cancel the award of the contract in case the food items/ meals are not found satisfactory for first 15 days from the date of the commencement of the contract.
- 2) The Vishwavidyalaya reserves the right to terminate the contract on two month's notice, without assigning any reason thereof. The contractor can also terminate the contract by giving notice at least 2 (Two) months' prior to date of termination and clearing all the dues to the Vishwavidyalaya, if he is not willing to continue the contract; the Contractor will be relieved subject to finalization of new contract. In both case contractor will not be eligible to participate in further tender process for at least next 3 years.
- 3) The Vishwavidyalaya reserves the right to terminate the contract on 1 (One) month notice, if the performance is not satisfactory.
- 4) If, at any time it is found that the tender was awarded based on any false / misleading information furnished by the tenderer, the Vishwavidyalaya reserves the right to terminate the contract immediately and forfeit security deposit.

XIV. PENALTY CLAUSE

- 1) Work not done satisfactorily would be recorded. Reasons for rejection would also be recorded (Cleanliness, sufficient staff, service quality, food quality & quantity, quality of raw material etc. are some of the parameters for evaluation.)
- 2) Penalty shall be a maximum of Rs. 3,000/- per fault/ unsatisfactory work to be decided by the competent authority.
- 3) If a written complaint is received (verified by a minimum of 10 students) on shortage of food, a penalty of an amount of that such student's meals shall be imposed.
- 4) The cost of execution of the work at the risk as well as the penalty shall be recovered from the contractor. Recoveries may be made from the Security Deposit, which has to be made good within 15 days of the short fall.
- 5) If the quality of raw materials are not up to the mark in surprise/routine checking by the authority, a penalty equal to 50% amount of that day will be imposed on the low grade quantity. If any eatable of expiry date is found, penalty of Rs. 2000/- per incidence shall be imposed and all such material will be seized by the Vishwavidyalaya.

- 6) If employee of the contractor do not wear approved uniforms provided by the agency during working hours then penalty of Rs. 50/- (one hundred only) per person per day will be imposed on the contractor.
- 7) Cleaning of dining tables after every round before serving next batch of students is found unsatisfactory then penalty of Rs 1000/- on single instance would be imposed.
- 8) In addition to above penalty condition, penalties will also be levied on the vendor in case of failure to comply with the laid down standards. After repetitive happening of any of above mistake on three or more occasions the contract will be liable to be terminated.

ANNEXURE-1

UNDERTAKING

(Should be on Rs. 100 Stamp paper)

1. I/we undertake that I/we have understood “All Parameters, Scope of Work and Job Specifications” mentioned in the Tender.
2. I/we undertake that I/we have carefully studied all the terms and conditions as mentioned in tender document.
3. I/we undertake that I/we have accepted all terms and conditions of the tender document.
4. I/we undertake that I/we will obtain labour license from concerned authority if work awarded to me/my firm/us.
5. I/we undertake that my firm/organization----- (name of firm/ organization) has not been blacklisted/ debarred by Central Govt./ State Govt./ Any Govt. Organization/ PSU.
6. I/we undertake that my firm/organization----- (name of firm/ organization) has not been convicted by the court of law.
7. I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same.

Seal and signature of Tenderer

ANNEXURE-2

Menu

Day	Breakfast	Lunch	Evening Tea	Dinner
Compulsory Item (Everyday)	Banana(1) OR Boiled Egg (1), Toasted /Plain Bread (02pc,) Butter (20 gm),Milk (200 ml),Tea , Sprouted Grains(Channa / moong/ peanut / mix) (50 gm),Salt, Sugar, Pickle.	Green Salad, Hari Mirch, lemon,Pickel, Salt, Sugar, Papad (Fry/Roasted),fryums	आलू प्याज के भजिया इमली की चटनी/ नूडल्स +चाय	Green Salad, Hari Mirch, lemon, Pickle, Salt, Sugar, Plain, Rice, Sambhar/Rasam
Monday	02 Paratha (Aaloo/gobhi/matar/paneer) + Tamatar Chutney	Rice (Jeera Fried)+Roti + Aaloo gobhi matar Sabji + Arahar daa	आलू प्याज के भजिया इमली की चटनी/ नूडल्स +चाय	Rice(Plain)+Roti +Chane Ki Daal+Aaloo+Soyabean Sabji
Tuesday	Poha + Jalebi / dahi	Rice (Plain)+ Roti+Aaloo Baingan Tamatar Sabji +Kadhi Pakoda	साबूदाना के बड़े, टमाटर की चटनी/ वेज कटलेट +चाय	Rice (Jeera Fried)+Roti+Aaloo Sem BainganSabji+Moong Daal
Wednesday	Sooji Ka halwa +02 Paav + Bhaji	Rice (Plain)+Roti+Aaloo JeeraSabji+Kadhi Pakoda	पोहा +हरी मटर प्याज नीबू/ ढोकला +चाय	Veg Fried Rice+Poori+PaneerSabji+Seasonal Sabji+01 Sweet
Thursday	Chana Masala (Ghooghari) + Jalebi	Rice(Jeera Fried) +Roti +Bhindi Aaloo Sabji+Mix Daal	मगोड़ी +टमाटर की चटनी/ आलू बोंडा +चाय	Rice (Plain)+ Roti+Aaloo Tamatar Sabji+ Daal Makhani
Friday	Upma + Saambhar + Naariyal Chutney	Rice (Plain) +Roti+Aaloo Chholey Sabji+Shimla Mirch Baingan Tamatar Sabji	समोसा/ कचौरी +टमाटर की चटनी/ पास्ता +चाय	Rice (Jeera Fried)+Aaloo Palak Baingan+Daal Makhani
Saturday	Idli (03 Piece) + Sambhar + Nariyal Chutney	Rice (Plain)+ Roti+Lauki Chana Sabji+ Mix Daal	पाव भाजी/ सेंडवेज +केचप +चाय	Rice (Plain)+Roti+MixVeg +Masoor Daal
Sunday	Masala Dosa + Sambhar + Naariyal Chutney	Rice (Plain)+Roti +Lauki/Katahal Kofta+Arahar Daal from Option 1	आलू भुजिया / ब्रेड पकौड़ा +चाय	Veg Fried Rice+Poori+Special Veg sabji+Special +Daal+01 Sweet

- Special Veg Sabji:- Mater Paneer/Paneer Masala/Paneer kadahi/ Mushroom Masala/Mater Musshroom/kaaju Curry

- Sweets: kheer /Rasgulla/Gulab jaamoon/Rasmalai/Peda
- For Veg Biryani, Rice must be long grain biryani rice.
- Rice, Daal & Roti, Poori, Sabji (Except Veg. will be served unlimited.

Note:

1. In case of any dispute regarding menu, matter will be referred to the chief council of wardens and his/her decision will be final. However, before any final decision, Warden will take consent of both the parties.
2. Contractor will provide one item every day from Option1 in lunch and dinner.

Option 1

- a) Daal: (8 Times) Arhar, Chana, Urad, Khadi-Massor, Masoor, Moong-Daal, Daal Makhni
- b) Paneer: (3 times) Mutter Paneer, Shahi Paneer, Palak Paneer etc.
- c) Beans: (3 times): Rajma, Chole etc.

3. Mess Committee and contractor will meet whenever required for any change in menu or seasonal vegetables.

In addition to items detailed in Menu at Annexure-2, contractor has to provide following items also.

- a) Sweets (gulab Jaamun, Rasgulla (2piece), Kheer atleast three times in a week.
- b) Curd (with Sugar) (1bowl) or Raita (1bowl) atleast five times in a week.
- c) Rasam atleast three times in a week.
- d) Jeera rice or veg pulao atleast three times in a week.
- e) One special meal in a week including one piece of sweet, raita paneer, tawasabji, papad, veg pulao, puri or paratha etc.

ANNEXURE-3

Permissible Brands in Hostel Mess

Item	Brand
Salt	Tata, Annapurna, Nature fresh
Spices	M.D.H. Masala, Satyam, Badshah, Everest
Ketchup	Maggi, Kissan, Heinz, Del Monte
Oil	Sundrop, Godrej, Saffola, Fortune, Dhara (Sunflower/ Soyabean/ Groundnut) (use of Hydrogenated (vanaspati) oil is prohibited)
Pickle	Mother's or Pravin or Priya
Atta	Ashirvad, Pillsbury, Annapurna, Trishul
Instant Noodles	Maggi, Yippi, Patanjali
Flavoured fruit drinks	Real, Tropicana,
Papad	Lijjat
Butter	Amul, Britannia, Mother Dairy
Bread	Modern, Top & Town, Popular, Wibs, Kwalitiy
Cornflakes	Kellog's
Jam	Kisan or Maggi
Ghee	Sanchi ,Amul, Mother Dairy, Britannia
Shrikhand	Sanchi ,Amul
Milk	Sanchi, Amul, Mother Dairy (Without Water)
Paneer	Amul, Sanchi
Tea	Brook bond, Lipton, Tata, Taaza
Coffee	Nescafe
Ice Cream	Top n Town, Amul, Kwalitiy, Wadilal
Dal	Unpolished
Rice	Basmati

The caterer may use any other FPO approved equivalent brands with prior approval of the Committee in writing.

ANNEXURE –4

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(to be stamped in accordance with relevant Act)

Ref:

Bank Guarantee No.

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

Dear Sir,

In accordance with your NIT No. dated
M/s having its registered/ Head office at
..... has participated in the said bid .

As an irrevocable Bank Guarantee against Performance Guarantee for an amount of
..... valid up to, is required to be submitted by the
bidder as a condition precedent for commencement of the contract of supply of equipment, the
amount is liable to be forfeited on the happening of any contingencies mentioned in the bid
documents and contract agreement.

We, the Bank at having our head office at
..... guarantee and undertake to pay immediately on demand by
The Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) the amount
..... (in figures and words) without any reservation, protest, demur
and recourse. Any Such demand made by said owner shall be conclusive and binding on us
irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to If any
further extension of this guarantee is required, the same shall be extended to such required
period (not exceeding one year) on receiving instruction from M/s on
whose behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on this
Day of 2023 at

Witness

Signature

Signature.....

Name.....

Name.....

Designation

Address

Bank's Common Seal

Official Address

PROFORMA OF BANK GUARANTEE FOR BID SECURITY

(to be stamped in accordance with relevant Act).

Ref:

Bank Guarantee No.

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

Dear Sir,

In accordance with your NIT No.dated.....

M/s..... having its registered/ Head office at
..... wish to participate in the said bid.

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of
..... valid up to, is required to be submitted by the
bidder as a condition precedent for participation in the said bid, which amount is liable to be
forfeited on the happening of any contingencies mentioned in the bid documents.

We, the Bank at having our head office at
..... guarantee and undertake to pay immediately on demand by
The Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) the amount
..... (in figures and words) without any reservation, protest, demur
and recourse. Any Such demand made by said owner shall be conclusive and binding on us
irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to If any
further extension of this guarantee is required, the same shall be extended to such required
period (not exceeding one year) on receiving instruction from M/s on
whose behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on this
.....Day of 2023 at

Witness

Signature

Signature Name.....

Name..... Designation

Address Bank's Common Seal

Official Address

ANNEXURE- 5

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

REGISTRATION

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

SEARCHING FOR THE TENDER DOCUMENTS

1. There are various search options built in the CPP portal, to facilitate the bidders to reach active tenders by several parameters. These parameters could Tender ID, Organization Name, Location, Date Value, etc. There is also an option of advanced search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the

respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take in to account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ DWF/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted to the concerned official latest by the last date as specified in the tender document. The details of DD/ other accepted instrument, physically sent,

should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

ANNEXURE- 6

EXEMPTION/ RELAXATION CLAIM FORM

I-----S/D/W of ----- is authorized signatory
of M/s-----participating in
tender No.-----

I am claiming exemption/ relaxation for following clauses of technical requirement:

- 1.-----
- 2.-----
- 3.-----

Copy(ies) of rules/ norms of Government of India and requisite registration/ license as
mentioned below is/ are attached for consideration:

- 1.-----
- 2.-----
- 3.-----

Seal and signature of bidder

ANNEXURE- 7

(To be submitted on letter head of the tenderer firm/organization)

SIMILAR WORK CERTIFICATE/ DECLARATION

M/s -----has completed following similar works in respect of the tender copies of the same are attached herewith:

S.N.	Purchase/ work order number & date	Particulars	Amount in Rs.
1			
2			
3			

Note: similar work means one **work of catering/ mess service** with contract value 80% of estimated contract value or more OR **two works of catering/ mess service** with contract value 50% of estimated contract value or more, OR **three works of catering/ mess service** with contract value 40% of estimated contract value or more in last three years (FY 2020-21, FY 2021-22 and FY 2022-23) in State/Central Government/PSU/Autonomous Body under Government/ Govt. Institutions / Educational Institutions.

Seal and signature of bidder

ANNEXURE – 8

(TO BE ISSUED BY PRACTISING COST/CHARTERED ACCOUNTANT ON THE LETTER HEAD)

CERTIFICATE OF TURNOVER

This is to certify that M/s_____ (Agency Name & Address) is in the business of -----
----- . Their Turnover in each Financial Year during the preceding 03 (Three) years are as given below:

Y e a r Turnover_(In Rupees)

FY 2020-21

FY 2021-22

FY 2022-23

This is further to certify that the above Turnover is in line with the Turnover declared by the Agency in their Income Tax Returns filed under PAN NO. _____.

Place :

Date:

Seal and signature of Cost/ Chartered Accountant

ANNEXURE- 9

(To be submitted on letter head of the tenderer firm/organization)

EXPERIENCE CERTIFICATE

M/s -----has three or more years of experience in respect of catering/ mess services copies of the same are attached herewith:

S.N.	Experience Certificate/Agreement/Purchase/ work order number & date	Particulars	Amount in Rs.
1			
2			
3			

Note: Experience Certificate/Agreement/Purchase/work order should be submitted for three different years. These may have overlapping periods. These may be from one organization or more organizations. Attachments should be mandatorily attached.

Seal and signature of bidder

ANNEXURE-10

INTEGRITY PACT

Dr. Harisingh Gour Vishwavidyalaya hereinafter referred to as "The Principal",

And

..... hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a 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 will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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 will exclude from the process all known prejudiced persons.
- (2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during 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's employees involved in the tender process or the 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 Bidders 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 introduce cartelization 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 purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise 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 as per the procedure.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) Contractor(s) /Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest' case of any conflict of interest arising at a later date, the IEM shall inform Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar. and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar has not, within the reasonable time taken visible action to proceed against such offence or reported it to

the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

- (9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the office of Dr. Harisingh Gour Vishwavidyalaya, Sagar, (M.P.).
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

Place

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)
