



TENDER NO: DHSU/SP/Gour Utsav/2024/776

Date: 08.11.2024

**NOTICE INVITING TENDER FOR CATERING SERVICE IN
38th AIU INTER UNIVERSITY CENTRAL ZONE YOUTH FESTIVAL 2024- GOUR
GAURAV UTSAV
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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	Catering Services for 38th AIU INTER UNIVERSITY CENTRAL ZONE YOUTH FESTIVAL 2024 - GOUR GAURAV UTSAV
Estimated Annual Contract Value	25 Lakhs
Date of availability of Tender document in the University website	09.11.2024
Submission of Bid Start Date	09.11.2024
Submission of Bid End Date	15.11.2024
Date and Venue of Opening of Technical Bid	Store and Purchase Section
Tender Document Cost	NIL
EMD to be submitted in E-Mode (Online Mode Only)	Account No. 10186725260 IFSC code SBIN 0001143 in Favour of "Registrar Dr.H.S.Gour Vishwavidyalaya Sagar MP The EMD can also be deposited through University Samarth portal from the following link: https://dhsgsu.samarth.edu.in/feeportal/index.php/site/login
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 Catering Service for University Gour Utsav. For details of terms and conditions, please refer to the tender copy. Tender document may be downloaded from website of the Vishwavidyalaya (www.dhsgsu.edu.in) and CPP Portal.

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

I. SCOPE OF WORK:

The contract of providing the catering services for the 38th AIU Inter University Central Zone Youth Festival 2024- Gour Gaurav Utsav will be as mentioned below:

No of Days	Items	Quantity per Day	Estimated Cost
25.11.2024 to 01.12.2024 (Starting with Diner on 25.11.2024 and end with Lunch on 01.12.2024)	Morning Tea, Breakfast, Lunch, Evening Tea, Dinner	1000 (Approx.)	25 Lakhs

To prepare and serve Morning Tea, Breakfast, lunch, Evening Tea and dinner to the participants and other delegates. Morning tea will be served at their residential place such as Hostels, Guest House, University Quarters. The breakfast, Lunch and Dinner should be served at a central venue provided by the Vishwavidyalaya. Evening Tea should be served at the places of the event organized by the Vishwavidyalaya. Drinking waters facilities should be provided to the all the premises mentioned above. All the meals should be served through buffet system at the mentioned premises.

Timings

Morning Tea : 06.00 AM to 07.00 AM

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

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-6.
- 2) The employees of the contractor should have the knowledge and aptitude of preparing vegetarian food.
- 3) The garbage collected from the kitchen, dining premises, 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) High quality of hygiene, sanitation and safety will be maintained at kitchen and dining premises. All the surrounding area of the premises should be cleaned and washed daily.
- 5) Food is served through counters on self-service basis.
- 6) After every meal, 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 dispenser should be cleaned and maintained and kept in hygienic condition all the time. Any shortcoming in this will be penalized strictly.

- 7) 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.
- 8) Number of workers should not be less as per the requirement in each setup.
- 9) Kitchen equipment, Gas burners with Commercial cylinder, cooking utensils, crockery, cutlery etc will not be provided by the university.
- 10) Refilling of Commercial cylinders procurement of good quality provisions and other consumables is the responsibility of the caterer.

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.
- 2) Tenderer should have a minimum of three years' 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 have successfully completed similar work in catering services in magnitude and duration where similar means one work of 50% of estimated contract value or more, **OR two works of catering/ mess service** with contract value 30% 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.
- 4) An undertaking that the tenderer has not been blacklisted by any govt. organization and not convicted by the court of law.
- 5) The tenderer should have a turnover of **Rs. 10 Lakhs or** more on average basis for the last three financial years (2020-21 2021-22 and 2022-23) dully certified by CA, supported by Balance sheet or ITR for these years, to be submitted with the tender document.
- 6) The tenderer should have valid PAN and GST Registration.
- 7) Earnest Money Deposit (EMD) should be submitted of **Rs. 50,000/-** in form of Demand Draft/FDR in favour of the Registrar, Dr Harisingh Gour Vishwavidyalaya Sagar. EMD of unsuccessful bidders will be refunded after finalization of the tender. **EMD should be submitted through online mode only.** No interest shall be payable on EMD. EMD may

be deposited through NEFT/RTGS to following detail:

Name: The Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar
Name of Bank: State Bank of India
Account No.: 10186725260
IFCS code: SBIN0001143
Branch: University Campus Sagar (M.P.)

The EMD can also be deposited through University Samarth portal from the following link:

<https://dhsgsu.samarth.edu.in/feeportal/index.php/site/login>

The copy of the EMD payment receipt must be attached with the technical bid document

Exemption/ Relaxation Claim along with requisite documents be submitted by the Bidders registered as MSEs who will be allowed exemption in EMD submission, as per Rule 170 of GFR 2017. Exemption and/ or relaxation can be claimed by submitting copy of certificate/ license/ any other document as per the rules/norms. Only manufacturers will be considered as MSE(s) and will be eligible to be exempted from submission of EMD as per the MSME guidelines.

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 - 10 for online submission of bids.

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

i. Technical Bid

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

- a) Signed and scanned copy of valid license from Food Safety and Standards Authority of India (FSSAI) certificates.
- b) Signed and scanned copy of valid license/ registration for establishment.
- c) Scanned copy of three years' experience certificate in providing similar type of services (Annexure – 5).
- d) Scanned copy of successful completion of Similar Work in last three years (Annexure –3).
- e) Signed and scanned copy of Undertaking Annexure-1.

- f) Signed and Scanned copy of CA certified turnover of **Rs. 10 Lakhs or** more on average basis for the last three financial years (2020-21 2021-22 and 2022-23), supported by Balance sheet or ITR. Annexure-4
- g) Signed and scanned copy of PAN and GST registration of bidder.
- h) Signed and scanned copy of EMD

or

Signed and scanned copy of Exemption/Relaxation Form (Annexure-2) along with requisite documents, if exemption/relaxation claimed, if required.

Bidders registered as MSEs (MSME Certificate) will be allowed exemption in EMD, as per Rule 170 of GFR 2017 and relaxation in respect of prior turnover and prior experience up to 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.

ii. Financial Bid

- a) Financial Bid stating the rates in prescribed format through ONLINE mode only.
- 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 **30 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 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.

- 5) The contractor will be provided space for cooking in the University.
- 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.

VI. CONTRACT PERIOD

The contract will be for a period limited to **38th AIU Inter University Central Zone Youth Festival 2024- Gour Gaurav Utsav** i.e. from 25.11.24 to 01.12.2024.

VII. 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 30 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 Vishwavidyalaya may form a committee to inspect the food quality provided by the tenderer.
- 5) In case of any conflicting and/ or conditional terms submitted by the tenderer, the respective tender shall be summarily rejected.
- 6) All the documentation in the tender should be in English/Hindi only.
- 7) Successful contractor shall execute an agreement on a prescribed format.
- 8) The scope of work and contract duration may be increased or decreased as decided by the competent authority of the Vishwavidyalaya.

VIII. 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** 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 of 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. After 30 days of completion of contract the Security Deposit (PBG) will be released back to the contractor.

IX. TERMINATION OF CONTRACT

- 1) The Vishwavidyalaya reserves the right to cancel the award of the contract in case the food items/ meals/ services are not found satisfactory.
- 2) In the event of termination of contractor, the next bidder will be awarded the contract, as decided by the competent authority of the Vishwavidyalaya.
- 3) 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.

ANNEXURE-1

UNDERTAKING

(Should be on Company Letterhead)

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 my firm/organization----- (name of firm/ organization) has not been blacklisted/ debarred by Central Govt./ State Govt./ Any Govt. Organization/ PSU.
5. I/we undertake that my firm/organization----- (name of firm/ organization) has not been convicted by the court of law.
6. 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

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- 3

(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 50% of estimated contract value or more, OR **two works of catering/ mess service** with contract value 30% 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 - 4

**(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- 5

(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-6

Menu

Morning Tea	Breakfast	Lunch	Evening Tea	Dinner
Morning Tea Daily	Compulsory Item Tea+ Drinking Water	Compulsory Item Green Salad, Hari Mirch, lemon,Pickel, Salt, Sugar, Papad (Fry/Roasted),fryums/ Drinking Water	Compulsory Item Drinking Water	Compulsory Item Green Salad, Hari Mirch, lemon, Pickle, Salt, Drinking Water
Menu 25.11.2024 to 01.12.2024	02 Paratha (Aaloo/gobhi/matar/pa neer) + Tamatar Chutney	Rice +Roti + Puri+ 2 Sabji + Daal + Sweets	Tea	Rice +Roti + Puri+ 2 Sabji + Daal + Sweets
	Poha + Jalebi / dahi	Rice + Roti+2 Sabji +Dal+ Puri+ Sweets	Tea	Rice +Roti + Puri+ 2 Sabji + Daal + Sweets
	Sooji Ka halwa +02 Paav + Bhaji	Rice Roti+02 Sabji+Dal+ Puri+ Sweets	Tea	Rice +Roti + Puri+ 2 Sabji + Daal + Sweets
	Chana Masala (Ghooghari) + Jalebi	Rice+Roti+Puri+02 Sabji+ Daal+ Sweets	Tea	Rice +Roti + Puri+ 2 Sabji + Daal + Sweets
	Upma + Saambhar + Naariyal Chutney	Rice +Roti+Puri+02 Sabji+ Daal+ Sweets	Tea	Rice +Roti + Puri+ 2 Sabji + Daal + Sweets
	Idli (03 Piece) + Sambhar + Nariyal Chutney	Rice +Roti+Puri+02 Sabji+ Daal+ Sweets	Tea	Rice +Roti + Puri+ 2 Sabji + Daal + Sweets
	Masala Dosa + Sambhar + Naariyal Chutney	Rice +Roti+Puri+02 Sabji+ Daal+ Sweets	Tea	Rice +Roti + Puri+ 2 Sabji + Daal + Sweets
Veg Sabji-1 (Gravy) Options	Paneer/Paneer Masala/Paneer kadahi/ Mushroom Masala/Mater Musshroom/kaaju Curry/Kofta			
Veg Sabji-2 (Dry) Options	Aaloo gobhi matar Sabji/ Aaloo Baingan Tamatar Sabji/ Aaloo Jeera Sabji/ Bhindi Aaloo Sabji/ Aaloo Chholey Sabji+Shimla Mirch Baingan Tamatar Sabji / Soyabeen Sabji			
Dal Options	Mix Dal, Arhar Dal, Moong Dal/Dal Makhni			
Sweets	Kheer /Rasgulla/Gulab jaamoon/Rasmalai/Peda			
Rice	Jeera Rice/Plain Rice/Veg Biryani/Fried Rice/Veg Pulav			
Rice, Daal & Roti, Poori, Sabji will be served unlimited				

ANNEXURE – 7

PERFORMA 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 for catering services, the amount is liable to be forfeited on the happening of any contingencies mentioned in the bid documents and contract agreement.

We, the _____ (name of bank & branch) 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.

We, _____ (name of bank & branch) hereby further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at SAGAR, MP situated at _____ (Address of local branch at SAGAR MP), not later than next working day, when presented.

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 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 _____ 20__ at _____

Witness

Signature _____
Name _____
Address _____

Signature _____
Name _____
Designation _____
Bank's Common Seal _____
Official Address _____

Annexure -8

Price Bid

Tender Inviting Authority: DR HARISINGH GOUR VISHWAVIDYALAYA SAGAR M.P.

**Name of Work: TENDER FOR CATERING SERVICE IN 38th AIU INTER UNIVERSITY CENTRAL ZONE
YOUTH FESTIVAL 2024- GOUR GAURAV UTSAV**

Tender Ref No: DHSGSU/SP/Gour Utsav/2024/776

Name of the Bidder/ Bidding Firm / Company :				
<p style="text-align: center;"><u>PRICE SCHEDULE</u></p> <p>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p> <p>1. Rates should be quoted inclusive of all taxes, toll, cess, freight etc. 2. No other charges will be paid by the vishwavidyalaya. 3. Rates should be quoted for per day per person. 4. please refer tender document for detailed specification.</p>				
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder in Rs.	TOTAL AMOUNT With Taxes in Rs.	TOTAL AMOUNT In Words
1	2	3	4	5
1	PROCUREMENT OF CATERING SERVICES			
1.01	Providing the catering services for the 38th AIU Inter University Central Zone Youth Festival 2024- Gour Gaurav Utsav : Morning Tea, Breakfast, Lunch, Evening Tea, Dinner from 25.11.2024 to 01.12.2024 (Starting with Diner on 25.11.2024 and end with Lunch on 01.12.2024. (The rate should be quoted per person per day basis as per the scope of work and Menu attached in the Tender Document)			
Total in Figures				

**Signature of the Bidder
Name & Address with
Stamp**

ANNEXURE - 9

Agreement to be signed for providing the Catering Services (to be stamped in accordance with relevant Act)

This agreement is made on day of _____ 2024 between the Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar – 470003, Tendering Authority hereinafter referred to as "The Vishwavidyalaya",

And

M/s a registered company with registered office at -----

-----called as "Supplier" and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the "Supplier" has tendered for providing -----**for Supply** to "The Vishwavidyalaya", as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted by the Vishwavidyalaya and the "Supplier" has deposited **with the tendering Authority the sum of Rupees**=00 (Rs.

only) as Performance Security Deposit for the fulfillment of this agreement. NOW IT IS HEREBY AGREED between the parties hereto as Follows:

1. The " Supplier " has accepted the contract on the terms and conditions set out in the Tender Inviting Notice No. DHSGSU/SP/----- dated ----- which shall hold good during period of this Agreement.
2. Supplier agreed to provide the desired item at the rate mutually agreed upon and within time period of as per tender document/ PO days from the date of receiving of purchase order issued by the Vishwavidyalaya.
3. Supplier agreed to provide service and to respond to complaints so that the maximum downtime during warranty period should not be more than 48 hours from the time the complaint is lodged.
4. Upon breach by the " Supplier " of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine the same and put an end to this agreement without prejudice to the right of "The Vishwavidyalaya", to claim damages for antecedent breaches thereof on the part of the " Supplier " and also to reasonable compensation for the loss occasioned by the failure of the " Supplier " to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the " Supplier " to "The Vishwavidyalaya".
5. Upon the determination of this agreement whether by efflux of time or otherwise, performance security deposit shall after the expiration of two months from the date of such determination be returned to the "Supplier " without any interest and after deducting there from any sum due by the "Supplier " to "The Vishwavidyalaya", under the terms and conditions of this agreement.

6. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the University to the "Supplier" hereby covenants with the University to provide the equipment and to cure defects therein, in conformity with all the provisions of the Contract.
7. The Tendering Authority hereby covenants to pay the " Supplier " in consideration of the equipment/supply of contract and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
8. In case of not supplying items except the Tendering Authority shall be entitled to forfeit performance security deposit of the Supplier.
9. In the event of action to be taken, the "Supplier " shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bill/ claim of the " Supplier " be made good by a credit note within the stipulated period for the purpose.
10. This agreement shall remain in force as prescribed in the tender document.
11. All other terms & conditions of the tender document will be part of the agreement.

Saving Clause: Notwithstanding whatever mentioned in the above clauses supplier will abide by rule/norms/guidelines of Govt. of India issued from time to time.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Authorized Signatory
For and on behalf of

Authorized Signatory
For and on behalf of M/s_____

Dr. Harisingh Gour Vishwavidyalaya, Sagar

Witness 1 _____

Witness 1 _____

Witness 2_____

Witness 2 _____

ANNEXURE- 10

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.