



EXPRESSION OF INTEREST (EOI) FOR OPERATION OF CAFETERIA & CATERING SERVICES At DHSGVV, SAGAR NEW CAMPUS.

Online Expression of Interest (Eoi) is hereby invited from the interested bidders for “**Operation of Cafeteria & Catering Services at DHSGVV, Sagar New Campus**”. Bidders can also download this document from University Website (www.dhsgsu.edu.in) and submit their Eoi on the CPPP Portal <http://eprocure.gov.in>.

Technical Bid shall be opened first to check the eligibility as per eligibility criteria. The list of qualified/disqualified bidders will be uploaded on the CPP Portal and subsequently the financial bid of qualified bidder shall be opened.

Last Date For Submission of EOI (Through Online) : dt 27.09.2024 Up to 03.00 PM

The bidders are expected to examine all instructions, form, terms & conditions and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per requirement of the Eoi document. The bid should be unconditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding document in every respect will be at the bidder's risk and may result in rejection of the Eoi.

The firms are advised to visit the site of the University Campus to acquaint themselves regarding the nature and extent of work and space provided for running of Cafeteria & Catering Services in an effective and efficient manner before submitting Eoi, on any working days between 09:30 a.m.to 05:00 p.m. after taking prior permission of the Registrar or his authorized representative.

[Note: All subsequent corrigendum / amendment, if any, shall be published only on (www.dhsgsu.edu.in) and on the CPPP Portal <http://eprocure.gov.in>.]

Sd/-
कुलसचिव
Registrar



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Sagar New Campus**

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This NIT contains Twenty Five pages only.

REGISTRAR

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



EXPRESSION OF INTEREST (EOI) DOCUMENT

For
“Operation of Cafeteria & Catering Services at DHSGVV, Sagar New Campus”

IMPORTANT DATES

Date of issue/uploading of EOI document	06.09.2024
Start Date & Time for Submission of EOI	06.09.2024 at 02.00 PM
Closing Date and Time for submission of EOI document	27.09.2024 up to 03.00 PM
EMD Amount	Rs. 5,000/- To be deposited in the form of DD/FDR/NEFT/RTGS in favour of “Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)- 470003. Name of the Bank: State Bank of India Account No. 10186725260 IFSC Code: SBIN00011043
Last Date of submission of original EMD or other documents as specified in EOI through Speed Post/Registered Post	04.10.2024
Date & time of Opening of Technical Bids	04.10.2024 at 3.30 PM



डॉक्टर हरीसिंह गौर विश्वविद्यालय, सागर (म.प्र.)
(केन्द्रीय विश्वविद्यालय)
Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)
(A Central University)

EOI No. R/EE/IWD/2024/01

Dated: 06.09.2024

EXPRESSION OF INTEREST(EOI)

Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) invites online Expression of Interest (Eoi) from experienced, interested and eligible firms/ individual/proprietor /agencies for “**Operation of Cafeteria & Catering Services at DHSGVV Sagar New Campus**”.

DETAILS ARE AS FOLLOWS:

Minimum Rent	Rs. 5000/- (excluding GST)
GST	GST as per rate applicable is payable on the rent to be borne by the occupant.
Space for Cafeteria & Catering Services	The University will provide a temporary shed having size of 10'x20'= 200 sqft. for cafeteria & catering services with electricity and water connection.
Water charges	Water charges as per actual consumption should be paid in addition to the rent fee.
Electricity charges	Electricity charges as per actual consumption should be paid in addition to the rent during the rent period and should be paid to the University as per meter reading and rule.
Periodicity of payment:	Rent Fee together with Allied charges (Electricity & Water Charges) shall be payable on advance basis before 15 th day of the month.
Eligibility Criteria	1. The applicant should have a minimum of 3 years of experience in catering business or having an established Restaurant/Food outlet which has been operational for the past 3 years. 2. All necessary documents (copies) required like FSSAI License, Establishment Registration, GST Registration, PAN, including EMD and should be submitted along with the Eoi document (Technical Bid). 3. The applicant must have at least one similar outlet which validates their ability to deliver the services (Proof document). 4. There should be no legal suit, criminal case pending or contemplated against the proprietor of the shop or the firm on grounds of moral turpitude or for violations of any of the laws in force (Undertaking). 5. A self-declaration to the effect that no criminal case or any economic offence is pending under any Court of Law / Registered with Police (ANNEXURE –I).
Period of Contract	Initially for 12 Months from the date of Award of Work. Based on satisfactory performance the contract may be extended for another 1 year & 6 months i.e. 2 years in total
Period of Extension	After 2 years, the contract may be extended annually upto 3 years maximum. Every year of extension shall be considered only on satisfactory performance /service. On extension of contract, Rent will be subject to revision once in a year with 5% increase from the date of extension. University may at its discretion consider for extension of contract period subject to the party agreeing to University's terms and conditions on revised rent.

REGISTRAR

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



IMPORTANT INSTRUCTIONS FOR SUBMISSION OF EXPRESSION OF INTEREST i.e. Technical and Financial Criteria

The following pre-qualification documents are to be submitted along with the EOI. Please note that EOI Documents received without any of the following documents, may render the EOI Document invalid and the financial bid shall not be opened: -

- a) The applicant must be resident of India and any of the following 2 (two) documents mentioned shall be submitted as a proof of residence & identity namely:-
 - (i) Passport
 - (ii) Ration Card
 - (iii) Voter Identity Card
 - (iv) Aadhaar Card
- b) Self-attested photocopy of Ownership Document of the existing Firm/ Establishment/ Restaurant.
- c) **Documents in support of 3 years of catering Experience or Certified copy of Establishment Registration/ Document/ Proof that the applicant has a minimum of one similar outlet/ restaurant/ business with total 3 years' experience.**
- d) Certified Documentary Proof/ Experience Certificate/ Work Order that the applicant is operating cafeteria/ catering services in other educational Institutions or establishment of repute.(if any)
- e) A Self-declaration to the effect that the firm/individual is not blacklisted by any Govt. Organization and that no criminal case or any economic offence is pending under any Court of Law / Registered with Police **(ANNEXURE –I)**.
- f) Certified copy of FSSAI License : **Interested bidder should have FSSAI license issued by the concern Department. The license should be valid on the date of submission of EOI.**
- g) Certified copy of GST Registration.
- h) Certified copy of Bank Account Details of the firm/individual.
- i) The bidder should have proven integrity and moral conduct. The bidder should not have been blacklisted or debarred by any organization in India or abroad for any reason. **(The bidder has to submit an undertaking for the same at the time of submitting of EOI).**
- (K) A self-declaration to the effect that no criminal case or any economic offence is pending under any Court of Law / Registered with Police **(ANNEXURE –I)**.



A. EXPRESSION OF INTEREST (EOI) INFORMATION

1. EOI for selection of Agency/ Vendor for 'OPERATION OF CAFETERIA & CATERING SERVICES At Dr. Harisingh Gour Vishwavidyalaya, Sagar Campus' are invited by the Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar as per the Terms and Conditions of the EOI document.
2. Bidders/Vendors/Agency can download the document pertaining to EOI from University website at <https://www.dhsgsu.edu.in> and CPPP Portal <http://eprocure.gov.in>. Bidders /Vendors/Agency are required to submit the EOI along with all relevant documents through speed post/ registered post at Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) - 470003. For further details regarding Amendment /Addendum / Corrigendum please visit website: <https://www.dhsgsu.edu.in> and CPPP Portal <http://eprocure.gov.in>.
3. The Bids will be opened by a committee duly constituted for the purpose at the time and date as specified in the EOI document. All statements, documents, certificates, etc. submitted by the bidders will be verified for technical evaluation and the result of technical evaluation will be displayed in the University website <http://eprocure.gov.in>, which can be seen by all the bidders who participated in the EOI.
4. At any time prior to the date of submission of EOI, Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar may, for any reason, modify the bidding/EOI documents by an amendment. All prospective Bidders/Vendors/Agencies who have received the EOI document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid. Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar may at his discretion, extend the date and time for submission of EOI.
5. Agencies are required to sign on all pages of the EOI document and submit the same along with the bid.
6. The EOI shall be valid for a period of 180 days from the date of opening of Technical portion.
7. **It will be the prerogative of the University to assign the work to a single agency or may at its discretion award the work to more than 1 (One) Agency depending upon the requirement of the University.**
8. **The University shall have the right to reject any EOI without assigning any reason thereof. No correspondence will be entertained in this regard.**
9. **Please note that, this EOI does not bind the University for award of Work Order.**
10. Payment of the approved Agency for providing Supplies/Services at Dr. Harisingh Gour Vishwavidyalaya, Sagar shall be made online through Public Financial Management System (PFMS)/ RTGS/NEFT etc.
11. Dr. Harisingh Gour Vishwavidyalaya, Sagar reserves all rights to make any changes in terms and conditions of the EOI and also to reject any or all EOI received without assigning any reason thereof.
12. Settlement of disputes – Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
13. Only Courts of the State of Madhya Pradesh Shall have the jurisdiction in case of Disputes.
14. University reserves the right to terminate the contract by giving 1 (one) month notice without assigning any reason thereof. If the agency desires to terminate the contract they need to serve a 3 (three) months' notice period.
15. The EMD in the physical form should be sent through SPEED POST/ REGISTERED POST only within 07 days from the last date of bid submission on the address of "Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar". However, the scan copy of the same must be submitted in the bid document on CPP portal. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with Central Purchase Organization and Startup(s) are exempted from submission of Security Deposit (EMD) as per the rules of Govt of India. The Bidders are advised to submit the copies of the required documents with the EOI documents if they are claiming Bid EMD exemption. Vishwavidyalaya will follow the rules of GFR 2017 in this regard.



INDICATIVE SCOPE OF WORK FOR 'OPERATION OF CAFETERIA & CATERING SERVICES AT DHSGVV, SAGAR CAMPUS'.

Based on the following Indicative Scope of Work for 'Operation of Cafeteria & Catering Services at Dr. Harisingh Gour Vishwavidyalaya, Sagar Campus', bidders/agencies/vendors will be required to give an informal presentation before a Committee:

Preliminary Work

1. To prepare and provide Tea, Snacks and other Food products etc. in the Cafeteria from 8.30am to 10.30pm on all days including Sundays and Holidays.
2. To provide good quality food, food products and services to all customers / consumers in prompt and efficient manner.
3. To undertake catering & supply of Tea/Snacks, Lunch, Dinner etc. on order basis for various programmes/events of the University as and when required.
4. To ensure cleanliness of the Cafeteria and its premises.

Mandatory Requirements:

1. The contractor /agency shall place specialized and trained staff for cooking as well as supervision and for service, catering, helping job etc. The cooks should be proficient in cooking different special dishes like North Indian, South Indian etc.
2. To ensure Self-service in the cafeteria for all Customers, except when catering for meetings/ conference etc.
3. To ensure that Cook(s), Waiters and Helpers are decently dressed in proper uniform and trained to be courteous and to provide quality service.
4. To provide a Cafeteria/Catering Manager to ensure prompt and efficient service.
5. To fix and display the Rate per item of Food & Snacks, Lunch/Dinner, Combo meals etc. in consultation with the University so as to avoid overpricing and escalation.
6. To provide own cooking utensils, cutlery, crockery, commercial gas cylinder, stove, refrigerator etc. as may be considered necessary for running and maintaining the Cafeteria.
7. To ensure that single use plastic items are not provided in the Cafeteria.
8. To maintain the Cafeteria premises, clean at its own cost.
9. To ensure proper maintenance of the Cafeteria and all infrastructure, furniture, fixtures etc.

General Terms and Conditions:

1. Security Deposit:

Successful bidder should deposit a sum equivalent to **03 months of License fee as quoted in your EO!** **document** as Interest free Security deposit and the same will be returned without interest after the license period is over and after key(s) of the licensed building is handed over by the occupant by vacating the shop. Refund will be subject to full settlement of dues payable to Dr. Harisingh Gour Vishwavidyalaya, Sagar and adjustment against damages, if any, or any other amount payable.

2. LICENCE FEE:

License Fee shall be quoted by the bidder. The GST 18% for License Fee will be extra chargeable to allotted shop.



3. PAYMENT OF LICENCE FEE:

The successful bidder shall pay the license fee every month in advance on or **before 15th of every month** after allotment. If the licensee fails to deposit the license fee in advance, the penalty clause is as under.

4. PENALTY FOR LATE PAYMENT OF LICENCE FEE:

Duration	Penalty
Within 1st Fifteen days from last due date	5% of Licence Fee
16 Days to 30 Days from the last due Date	10% of Licence Fee
31 Days to 60 Days from the last due Date	20% of Licence Fee
Above 60 Days from the last due Date	Contract may be terminated at the discretion of University or 40% of License Fee.



Part – I
TECHNICAL BID:

DOCUMENTS TO BE SUBMITTED:

Sl. No	Particulars	Information
1	Name of the Company/ Firm/Agency	
2	Address of the Company/ Firm/Agency	
	(a) Postal (along with local office)	
	(b) Telephone/ Fax No(s)	
	(c) E-mail	
	(d) Website address, if any	
3	Type of the organization (Company/Firm /Sole Proprietor/Pvt. Limited)	
4	Name, designation and telephone/ mobile number of authorized person to be contacted.	
5	(a) Year of establishment of the Company/ Firm having relevant nature	
	b) Experience in providing Catering services or Operation of own Restaurant / Food Outlet: (operational for more than 3 years) (supporting documents required)	
	c) Years of Experience in operation of Cafeteria in other Educational Universities/ establishments: (supporting documents required)	
6	(a) PAN No.	
	(b) GST Regd. No.	
	(c) FSSAI Certificate	
	(d) EPF Regd. No	
	(e) ESIC Regd. No	
	<i>Note: - Attested copy in respect of (a) to (e) to be attached</i>	
7	Has the Company/ Firm ever been blacklisted? Yes /No (If no undertaking in this regard to be attached)	
8	EMD Details	

Authorized Signatory
Full Name and Designation with Company/ Firm's seal



Part - II

FINANCIAL BID IS TO BE SUBMITTED IN A BoQ FORMAT only:

Amount quoted for Monthly Rent for 200 Sqft approximate	Rs. _____ only per month
	In words (Rupees) only per month.
	GST will be added extra as per applicable rates.

Note:

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 in the CPP Portal, 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).

The Rent per month is excluding of GST (applicable as per Gol,), Water charges & Electricity charges.

Authorized Signatory
Full Name and Designation with Company/ Firm's seal



ANNEXURE – I

PROFORMA FOR SELF-DECLARATION

I,

S/o. Shri/Smt

R/o Police Station.....

DistrictState

Director/Contractor/Partner/Sole Proprietor (Strike out the word which is not applicable) of

(firm/Contractor/Company)

do hereby declare and solemnly affirm that:

- (i) I am/my firm/company is not blacklisted by Union or any State Govt./ Organization.
- (ii) No individual/firm/companies blacklisted by the Union or State Government or any partner or shareholder thereof, have any connection directly or indirectly with or has any subsisting interest in business of my firm.
- (iii) I am or my partner are not involved/convicted in any criminal case/economic offence and no criminal case/economic offence is pending against me or my partner in any court of Law/Registered with police.
- (iv) No individual who is dismissed / terminated from Dr. Harisingh Gour Vishwavidyalaya, Sagar or any Govt. body is employed in my shop / firm company.

Dated:

Deponent



ANNEXURE – II

UNDERTAKING

(To be provided by bidder on a Rs. 100/- Non-Judicial Stamp Paper)

I / We[Sole Proprietor / Director / Partner(s)],
the

authorized signatory(ies) of my / our firm
M/s.....

having its registered office / principal office at
.....

do hereby solemnly affirm and declare as under :

1. I / We undertake to abide by all the rules and regulations of the State / Central Government / Local Administration under the Minimum Wages Act, 1948 and any other relevant Act as may be in force from time to time. I / We undertake to indemnify Dr. Harisingh Gour Vishwavidyalaya, Sagar against any loss or damage which may suffer as a consequence of our not complying with the laws referred to above. Also, I/We undertake to pay the person(s) employed, wages in accordance with all existing and applicable laws. I / We further undertake to indemnify Dr. Harisingh Gour Vishwavidyalaya, Sagar against any loss or damage which it may suffer as a result of the negligence on the part of the bidder or any of his employees in the course of performance under this contract.
2. I/We also undertake to execute the agreement as presented by the University (DHSGVV, Sagar) and abide by the terms and conditions of the agreement which have been perused and understood by me / us. I / We have gone through the terms and conditions of the contract and agree and undertake to abide by the same during the entire term of contract.
3. I / We undertake to abide by the Municipal Bye Laws including the Food and Adulteration Act, FSSAI guidelines relevant rules and regulations, code of conduct for my / our employees that may be laid down from time to time.
4. I / We agree and undertake to provide well experienced workmen keeping good health and not suffering from any communicable / contagious disease.
- 5.
6. I / We undertake to pay electricity charges and water charges on actual basis towards the actual consumption on receipt of bills from University at the same rate at which the payment of electricity charges is made by the University on monthly basis.
- 7.
8. I/We undertake to pay the approved rent of the premises in advance by 15th of every month for the usage of as mentioned in the Agreement for DHSGVV, Sagar.
- 9.
10. I / We undertake to always keep the University premises clean and in good sanitary condition at my / our cost to the satisfaction of the University.
11. I / We agree that no rate escalation in the prices of items shall be made by me / us without approval of the Competent Authority of DHSGVV, Sagar.



डॉक्टर हरीसिंह गौर विश्वविद्यालय, सागर (म.प्र.)
(केन्द्रीय विश्वविद्यालय)
Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)
(A Central University)

12. I/We agree that I/We shall not exhibit any printed or written notices or advertisement of any kind whatsoever without the prior approval of the University.
13. I / We undertake that I / We shall not sublet or use the premises other than the purpose of the agreement and shall not make or permit to make structural additions and alterations to the same without the prior sanctions of the University.
14. In case of any losses, damages or theft of the University property within or outside the University premises, I / We undertake to make good or replace with the items of the same quality at my / our cost.
15. I / We undertake that the University premises shall not be used for residential purpose by us or any of our employees during the entire term of the contract and no University belongings shall be misused by our staff / employees.
16. I / We shall employ adequate number of staff in order to maintain efficiency and desired standards by the University.
17. I / We undertake that in the event of failure to supply the approved items, by my / our firm, the same shall be arranged by the University at my / our firm's risk & cost.
18. On the expiry or termination or on failure of the contract, I / We undertake that all our employees direct or indirect shall vacate the University premises and clear all the dues, if any, outstanding.
19. The University shall be represented by a Shop Committee / Authorized Officer duly authorized by the Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar for supervision / control of all activities related to Shop matters and the licensee shall be bound to abide by the Instructions/Orders/Decisions and directions of such Committee/Authorized Officers.

(a) Bidder's Signature : _____

b) Bidder's Name : _____

(c) Designation : _____

(d) Seal of the Bidder
: _____



ANNEXURE - III

NO NEAR-RELATIVE CERTIFICATE/ DECLARATION

(To be submitted by authorized signatory)

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

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

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

(Signature of Authorized Signatory)

Full Name:

Date:

Address:

Place:

Seal:



OTHER CONDITIONS AND CLAUSES

1. In case of tie, Dr. Harisingh Gour Vishwavidyalaya, Sagar will have the prerogative to decide to whom the shops will be allotted. The decision of the Competent Authority of the University for the allotment of Shops will be final and binding on the EOI.
2. The successful bidder shall have necessary license as required by Govt. authorities/statutory authorities for running the proposed shop. The Bidder shall submit the Annexures provided in this EOI.
3. The technical bid will be opened on **04.10.2024 at 03.30 PM**, For any failure in intimation due to incomplete/incorrect address/phone no./e-mail id etc. **or otherwise**, University shall not be responsible.
4. Successful Bidder shall complete all formalities within 15 days' time including remittance of security deposit and execution of License Deed prescribed by University and shall start his business within 15 days from the date of allotment of Shop. On failure to commence business within the said 15 days, the EOI shall stand cancelled and the loss suffered by University in this regard shall be appropriated from the Earnest money/Security deposit deposited by the Bidder.
5. The shop premises allotted shall be utilized for running the specified business/trade only and shall not be used for any other purpose/business without the written consent of the University. The License granted shall not be Sub-licensed either fully or in part to any third parties.
6. Shops shall run effectively and shall not be closed without intimating the University. Shops shall not be kept open beyond the specified timings.
7. If the shop remains closed for more than 7 days without prior permission from the University, it will be presumed to have been closed down and shall be considered as violation of agreement. In such cases, **notice period of one month shall not be applicable** and as such the fresh proposals will be invited for the shop and the loss will be recovered from the first Licensee until taken over by the succeeding Licensee.
8. The Price of goods proposed to be sold or the fee for the services to be rendered shall be as per MRP with discount as applicable. **The price list should be displayed (size 3ft x 2ft)** in front of the Shop Premises. The rates once decided should be strictly adhered to and cannot be changed under any circumstances without prior approval of the University and approval should be displayed.
9. Compliance with the various statutory requirements, norms and rules and regulations prescribed will be the responsibility of the licensees including the financial implications thereof. The successful bidder, before the commencement of business, shall timely obtain all licenses such as Trade License/appropriate License and all ancillary licenses /permissions/ clearances that may be required to be obtained by the Licensee from any authority/authorities at their own cost for the operation of the outlet. The successful bidder shall solely be responsible to ensure and keep such Licenses valid throughout the license period.
11. The successful bidder or his employees shall maintain harmony in the hostel/University/Shopping complex zone and shall not indulge in any illegal activities in the University / Hostel premises. In case of any such event /activities detrimental to University's interest/decency/morality etc., the University shall have the right to terminate the agreement immediately.
12. All taxes and Government levies as applicable from time to time like. if any will be payable over and above the amount of license fee.
13. **License Deed in Non-Judicial Stamp Paper of Rs.100/- will be signed between the University and the licensee, within 15 days from the issue of allotment letter along with other documents/payments, failing which penalty as mentioned will be imposed.**
14. The licensee shall not employ any child labour (s) in Contravention of the Labour Employment Act, 1970. The Licensee will be fully responsible for implementation of laws relating To Labour, Shops & Establishment, Minimum Wages, Esi, P.F. & Workmen Compensation Etc. The licensee shall be responsible for the payment of wages and allowances to his staff as per Minimum Wages Act of Labour Laws, enforce and all statutory dues to the persons employed by him (If applicable).
15. Licensee shall facilitate with a swipe payment machine and shall also provide the UPI based payment system. The



Licensee shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers make the payments via UPI App (BHIM or equivalent) apart from cash payment. If a common digital payment system is adopted in the University, such payment system has to be accepted.

16. Any EOI/documents received after the said time is liable to be summarily rejected. This is only an invitation for receipt of EOI and there is no commitment on the part of University for the allotment.
17. The University reserves the right to **ACCEPT/REJECT ANY or ALL of the EOI** without assigning any reasons thereof.
18. The shop is solely meant for use by the Staffs, Residents, Students, Visitors, and Workers under contractors of the University. However, all the workers of the Shop shall invariably carry their ID cards (provided by their employer), shall be produced to the security personnel and other University authorities, whenever asked for.
19. The Shop will be on Non-Exclusive basis and more than one shop of the same kind can be opened by Competent Authority in the same premises or in other premises of the University initially or subsequently. The licensee shall not be entitled to raise any objection or claim for any deduction in license period, license fee and security deposit. In case, some other shop is constructed in the University campus or in case there comes in existence any authorized shop, the Licensee shall equip the shop for running the business to the satisfaction of the University authority and shall display the articles in presentable manner.
20. If any complaint is received on substandard quality, Competent Authority (Quality Control Committee) or any other officer authorized by the University may seize the whole stock or part thereof and order the destruction thereof. Complaint/Suggestion Register have to be kept and should be available to all customers. Upon degradation of quality of foods, the University reserves the right to fine/cancel the licensee based on real evidence/ proofs.
21. Employees should not use the premises as residence. Use of space beyond approved official timings should be only for special purposes like receiving of goods, disinfections, inventory, etc.,
22. Proper receipt/bill of each transaction should be provided to the concerned user. Whenever the University authority demands for the monthly sales details, the licensee should produce the detail.
23. The waste generated from shop must be segregated and disposed of at the waste collection bins by the licensee before closing of each business day and cleared at sufficient intervals during the day. The licensee shall not dump any empty packing, baskets or any material and in specific plastic articles on the roof or in the open space outside the premises not allotted to him/her and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop & the surrounding areas and disposal of garbage, in default a fine up to Rs.1000/- can be imposed on the licensee by University
24. The licensee shall be responsible for the repair of shop if required, during the License period with prior permission from University.
25. Use of plastic bags inside the campus is strictly prohibited. Woven Cloth carry bags can be provided as an alternative.

VACATION / TERMINATION NOTICE

26. Notwithstanding anything contained in the conditions above, the University shall be at liberty to terminate this license by giving **30 days** clear notice. However, the licensee may terminate this license by giving **60 days** clear notice. The University reserves the right to allot the license to the 2nd or 3rd highest bidder, in case the initial licensee opts to terminate the license at any time during the period of initial allotment of the license.
27. The licensee shall not transfer or sublet the shop in whole or any part of the premises licensed out to him/her. In case the Licensee is found to sublet the shop he/she is liable to pay license fee up to two times the "standard license fee" of the shop and the License issued to his/her will be cancelled immediately. On cancellation of License period, the shop shall be vacated by the licensee immediately by seven days from the date of issue of notice in writing by the University. The University shall take immediate possession of the shop and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/her are not removed by him immediately as directed by the University, these will become the property of the University.
28. The University will be at liberty to terminate the license of the allotted premises and also forfeit security amount and license



fee paid in advance by giving 10 days' notice to the bidder/ allottee for any breach of the Terms & Conditions of the EOI Document/Agreement besides also on the following grounds: -

- Sale or storage of banned substances/alcoholic material/items, narcotics and psychotropic substances within the Campus.
- Sale of substandard goods/overcharging of price more than MRP
- Indulgence in any illegal activity/occupation/illegal groupism or gathering/allowing anti-social elements to use the allotted premises for any other purpose, other than the purpose for which premises have been allotted.
- To indulge in blocking of any University building/properties or officer/official and demonstration or taking out procession within the University premises.
- No child labor/Minor should be employed by the licensee in any case. The licensee shall not appoint any employee without proper police identification/ verification and shall supply full details of the persons employed by him/her to the Security Office as and when required. Such details should be displayed at the shop by the licensee.
- The licensee shall strictly observe and follow all the orders and instructions issued by the University from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of License Agreement, the License/allotment can be cancelled by the University without assigning any reason and security amount will stand forfeited.

BUSINESS TIMINGS OF THE PREMISES

The timings of the said premises for providing services shall be during 8.30 AM TO 10:30 PM on all 365 days throughout the year. However, non-working days maybe as per the notifications of the Labour Dept. of the Govt. of India or Meghalaya. The presence of licensee or his persons shall be ensured during the said working hours; otherwise it would be a violation of the terms and conditions calling for termination of license followed by eviction. Shop timings may be changed with prior permission from University.

ARBITRATION

As far as possible, dispute shall be settled mutually. In the event of any unsettled disputes or difference relating to the interpretation and any other disputes arising after the issue of LOI/Allotment Order and during the execution of the shop, it has to be referred to the Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar in written document. If the dispute has not resolved within 30 days, they shall be referred to a sole arbitrator to be appointed by the Registrar, DHSGVV, Sagar. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The venue of the Arbitration will be at Sagar. Further, disputes if any, that may arise at any point of time, shall be subject to Sagar jurisdiction only.

VACATION OF THE PREMISES AFTER EXPIRY/ REVOCATION OF LICENSE

1. The licensee shall deliver the key of vacant shop of the premises to the Estate Officer, Dr. Harisingh Gour Vishwavidyalaya, Sagar after the expiry or revocation of the license. In case, the licensee fails to hand over the key of vacant shop after expiry of license period, he will be liable to pay **double the license fee pertaining to the delay** after the license period has expired. In case of non-deposit of the fine as above, the same is liable to be deducted from the security deposit. In such case licensee shall be governed by the P.P. Act, 1971.
2. The licensee shall permit access to the Official(s) nominated by the University, at all reasonable times for the purpose of inspecting the premises and the trade or business carried their in.
3. The University, reserves the right to modify, impose or relax any clause in the terms and conditions.
4. In case of breach of any of the terms and conditions of this license, the University may revoke this license and forfeit the security and the licensee shall there upon forfeit all the rights here under, and shall remain liable for any sum then due, from him/her and also for any damage or loss which maybe caused to the University by reason of such default or formaking any alternative arrangement for running the said premises.



INSTRUCTION FOR ONLINE BID SUBMISSION

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

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

REGISTRATION

1. Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal ([URL: http://eprocure.gov.in/eprocure/app](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 furniture/Material.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted to the concerned official latest by the last date as specified in the tender document. The details of DD/ other accepted Material physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of bidder). No other format is acceptable.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids (i.e. after clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
8. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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



INTEGRITY PACT

To,
.....,
.....,
.....

Sub: EoI No. **R/EE/IWD/2024/01**, Dated **06.09.2024**
for the work of “**Operation of Cafeteria & Catering Services at DHSGVV, Sagar (M.P.)**”

Dear Sir,

It is here by declared that Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Expression of Interest (EoI) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of EoI/bid documents, failing which the bidder will stand disqualified from the EoI process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Dr. Harisingh Gour Vishwavidyalaya, Sagar.

Yours Sincerely

Registrar
Dr. Harisingh Gour Vishwavidyalaya,
Sagar



INTEGRITY PACT

To,
Registrar,
.....
.....

Sub: Submission of EoI for the work of **“Operation of Cafeteria & Catering Services at DHSGVV, Sagar (M.P.)”**

Dear Sir,

I/We acknowledge that Dr. Harisingh Gour Vishwavidyalaya, Sagar is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the EoI /bid document.

I/We agree that the Expression of Interest (EoI) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of EoI documents, failing which I/We will stand disqualified from the EoI process. I/We acknowledge that The Making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the EoI.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when EoI/bid is finally accepted by Dr. Harisingh Gour Vishwavidyalaya, Sagar.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the EoI /bid, Dr. Harisingh Gour Vishwavidyalaya, Sagar shall have unqualified, absolute and unfettered right to disqualify the bidder and reject the EoI in accordance with terms and conditions of the EoI.

Yours Sincerely

(Duly authorized signatory of the Bidder)



To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of University.

INTEGRITY AGREEMENT

This Integrity Agreement is made aton this.....day of..... 2024.

BETWEEN

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

(Hereinafter referred as the) '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company).....

Through(hereinafter referred to as the (Details of duly authorized signatory) "**Bidder/Suppliers**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the EoI No.) (hereinafter referred to as "**EoI /Bid**") and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the "**Contract**". AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Suppliers(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the EoI /Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

- 1) The Principal/ Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the EoI , or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal/Owner will, during the EoI process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the EoI 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 EoI process or the Contract execution.
 - c. The Principal / Owner shall endeavor to exclude from the EoI process any person whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.



Article 2: Commitment of the Bidder (s) / Suppliers (s)

1) It is required that each Bidder / Suppliers (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the EoI process and throughout the negotiation or award of a contract.

2) The Bidder(s) / Suppliers(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the EoI process and during the Contract execution:

a) The Bidder(s) / Suppliers(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owners employees involved in the EoI process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the EoI process or during the execution of the Contract.

b) The Bidder(s) / Suppliers (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s) / Suppliers(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/ Suppliers(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Suppliers(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a EoI but not both. Further, in cases where an agent participate in a EoI on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel EoI for the same item.

e) The Bidder(s)/ Suppliers(s) will, when presenting his bid, disclose (with each EoI as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract

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

4) The Bidder(s) / Suppliers(s) will not, directly or through any other person or firm indulge in fraudulent practice **means** a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5) The Bidder(s) / Suppliers(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the EoI process)

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the



following rights in case of breach of this Integrity Pact by the Bidder(s)/Suppliers(s) and the Bidder / Suppliers accepts and undertakes to respect and uphold the Principal / Owners absolute right:

1) If the Bidder (s)/Suppliers(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the Suppliers shall have powers to disqualify the Bidder(s)/Suppliers(s) from the EoI process or terminate /determine the Contract, if already executed or exclude the Bidder/Suppliers from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) **Forfeiture of EMD / Performance Guarantee / Security Deposit:**

If the Principal/Owner has disqualified the Bidder(s) from the EoI process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Suppliers.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Suppliers, or of an employee or a representative or an associate of a Bidder or Suppliers which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the EoI process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the EoI process or action can be taken for banning of business dealings/ holding listing of the Bidder/Suppliers as deemed fit by the Principal/Owner.
3. If the Bidder/Suppliers can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Suppliers/Sub Suppliers

- 1) The Bidder(s)/Suppliers(s) undertake(s) to demand from all sub Suppliers a commitment in conformity with this Integrity Pact. The Bidder / Suppliers shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- Suppliers/sub-vendors.
- 2) The Principal / Owner will enter e with all Bidders and Suppliers.
- 3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the EoI or violate its provisions at any stage of the EoI process, from the EoI process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Suppliers / Vendor



12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal / Owner, who has floated the EoI .
2. Changes and supplements need to be made in writing. Side agreement shave not been made.
3. If the Suppliers is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation** there of shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the EoI/ Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Bidder/Suppliers)

(For and on behalf of Bidder/ Suppliers)

WITNESSES:

1. (Signature, name and address)
2. (Signature, name and address)

Place :

Date :