

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-11-2025 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-11-2025 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Labour And Employment
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Employees State Insurance Corporation (esic)
कार्यालय का नाम/Office Name	South Zone
वस्तु श्रेणी /Item Category	Canteen Service - Best Price on Fixed Menu Rate Model - Vegetarian, Non-Vegetarian; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive for employees/ patients/ in house personnel)
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	3600000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	72000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Medical Superintendent

Model and Super Speciality Hospital, Employees State Insurance Corporation (ESIC), Ministry of Labour and Employment, Asramam, Kerala - 691002

(Medical Superintendent)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within $L-1+ 15\%$ of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within $L-1+ 15\%$ of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE

bidder subject to acceptance of L1 bid price.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Menu List - [1761892036.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Annual Turnover and Profit Requirement:As per Buyer Added Bid Specific ATC

Number (up to 100%) of service provided in the past year to government agencies with minimum footfall.:As per Buyer Added Bid Specific ATC

Number (Up To 100%) Of contracts executed with business revenue of not less than xxx in A Single Contract To A Government Agency In The Past Three Years:As per Buyer Added Bid Specific ATC

Minimum Years (Up To 5 Years) Of Experience in Related Field:As per Buyer Added Bid Specific ATC

Geographic Presence In States:Kerala

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
13-11-2025 12:00:00	Offline Venue: ESIC Model & Super Speciality Hospital, Asramam, Kollam - 691002 Hybrid Mode: Through Google Meet (Joining Link: https://meet.google.com/ftq-znkn-tpq)

Canteen Service - Best Price On Fixed Menu Rate Model - Vegetarian, Non-Vegetarian; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive For Employees/ Patients/ In House Personnel) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Diet	Vegetarian , Non-Vegetarian
Type of Meal	Breakfast , Lunch , Dinner , Snacks , Beverages
Type of Canteen Space	Inside Building Premises (exclusive for employees/ patients/ in house personnel)

विवरण/ Specification	मूल्य/ Values
Electricity Charges	To be provided by Buyer
Cooking Gas Charges	To be provided by Service Provider
Water Charges	To be provided by Buyer
Basic Furniture	To be provided by Service Provider
Canteen's Operational Days in a week	7 days a week
Cooking Equipments	To be provided by Service Provider
Essential Crockery	To be provided by Service Provider
Canteen Staff	To be provided by Service Provider
Distribution/ Serving Style	From single point - (canteen establishment)
Uniform for Canteen Staff	To be provided by Service Provider
Display Shelf	To be provided by Service Provider
Smart Vending Machines	To be provided by Service Provider
Raw Material	To be provided by Service Provider
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Canteen Start Time	06 AM
Canteen End Time	20:30 PM

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Lumpsum/Pr oject Based	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Lumpsum/Project Based	अतिरिक्त आवश्यकता /Additional Requirement
1	Akash. S	691002,ESIC Model & Super Specialty Hospital, Asramam	1	<ul style="list-style-type: none"> Total Canteen Space (In Sqft) : 1520 Total No of Employees/ Individuals/ Footfall to be served per day : 600 Monthly License Fee : 0 Duration in Months : 12 Working Days in a Month : 30

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

I. INSTRUCTIONS TO THE BIDDERS

- In addition to the instructions of GeM portal, instructions and terms and conditions specific to this bid are also applicable. Tender must be submitted through GeM only. The bidders shall upload all the documents as per eligibility criteria for bidders. The bid received in physical mode shall not be considered at all.
- Any corrigendum to this tender will be notified through the GeM portal only and no newspaper advertisement shall be given.
- The Bidder is expected to examine all instructions, eligibility criteria, forms, General terms and conditions and Special Terms and Conditions in the tender document. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.
- The tender is a two-bid system and those who are qualified in the technical bid alone shall be eligible for the financial bid and the bidder qualified for the financial bid shall only be informed in the Gem Portal.
- The bidders may seek or submit their queries regarding this bid on or before the pre bid meeting which shall be held at ESIC Model & Super Speciality H

ospital, Asramam, Kollam and the same shall be clarified through the pre bid meeting minutes/clarification. The queries received after the date of pre bid meeting shall not be responded and shall not be considered in the bid evaluation.

6. Any attempt to negotiate directly or indirectly on the part of the Bidder with the authority competent to finally accept the Tender, or influence the acceptance of the tender by any means will result in his bid excluded from consideration.
7. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing the documents mentioned in his tender notification will summarily be rejected.
8. Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their Tenders rejected outrightly.
9. The bidder, at the bidder's own responsibility and risk, may visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.
10. It requires that ESIC Model & Super Speciality Hospital, Asramam, Kollam as well as bidder observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ESIC Model & Super Speciality Hospital, Asramam, Kollam will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the ESIC contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing an ESIC contract.
11. The Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam, Kollam reserves the right to accept or reject any bid without assigning any reason at any time at any stage of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders or of the grounds for Hospital's action.
12. Corrigendum/Clarification issued by the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam, Kollam after the Pre-bid meeting shall be applicable to all bidders and it has to be complied by all bidders. If any bidder has submitted their bid before the issue of Prebid clarification/Corrigendum without complying the pre-bid clarification/corrigendum, their bid shall not be considered for next stage of bid.

II. BIDDER ELIGIBILITY CONDITIONS

1. The bidder should possess a valid license issued by Food Safety & Standards Authority of India (FSSAI), from appropriate authority. The licence must be current and valid as on the last date for applying tender and the same should be uploaded in the GeM portal.

2. License or registration under the Food Safety and Standards Act 2006 issued by the Food Safety Commissioner, Trivandrum is essential and mandatory.
3. Bidder should upload the certified copies of experience and trade licenses essential for carrying out the activities under reference from Competent Authority in the GeM portal.
4. The bidder should have at least 3 (three) years of experience of running a canteen in a government or any reputed private institution. The bidder has to submit documentary evidence in this regard in the bid in the GeM portal.
5. The bidder should not have been indicted for any criminal, fraudulent or corruption activity and not have been blacklisted by any Central/State Govt/ Semi- Govt./PSU/Autonomous Body. The previous experience claimed by the bidder should not have been part of any subcontract agreements and the bidder's previous contracts should not have been terminated prematurely by any organization due to breach of contractual obligations or other factors. An undertaking available in this tender document is to be submitted in the GeM portal. Further an affidavit in this regard notarized after the date of this tender notice publication shall be furnished by the bidder. The bid received without this undertaking and signed and notarized affidavit by the authorized signatory for the firm shall not be considered for financial bid.
6. Bidder should have a registered office/Branch office in Kerala. A self-attested copy of document in this regard as proof of having an office in Kerala is to be enclosed in the GeM portal.
7. The Bidder must have an average annual turnover of Rs.10,00,000 (Rupees Ten Lakh only) during the last three financial years (2024-2025, 2023-2024, 2022-2023). A Certificate in this regard, duly signed by the registered auditor/CA should be uploaded. If the average annual turnover for 2024-2025 has not been certified by registered auditor/CA due to non-finalization of accounts, such bidder may submit turnover certificate for 2021-2022 in place of 2024-2025. The bid received without the turnover certificate shall not be considered for financial bid evaluation.
8. Self-attested copies of the following documents must be uploaded in the GeM portal for technical evaluation, failing which the bid shall not be considered for the financial bid evaluation:
 - a. Valid EPFO, ESIC Registration Certificates.
 - b. Valid GST, PAN Registration Certificates
9. The Medical Superintendent reserves the right to modify or relax the eligibility criteria in case sufficient numbers of the Bidders are unable to fulfil the required criteria. No relaxation will be given as far as statutory requirements are concerned.

III. BID EVALUATION

1. The bids received and found deficient on account of any required documents are liable to be rejected summarily.

2. The Bids from Individual/Firm/Organization including its Partners/ Shareholders/ Directors who have been black listed/prosecuted by any departments/statutory bodies in any State or by any Court of Law, shall not be entertained.
3. The bid received without Bid security(EMD) shall be rejected at the bid opening stage.
4. The earnest Money Deposit(EMD) shall be refunded to the unsuccessful bidders after finalization of the Tender process.
5. EMD shall be refunded to the successful tender on receipt of Security deposit or shall be allowed to be adjusted towards security deposit.
6. No interest is payable on the EMD.
7. The bid security deposit may be forfeited:
 - (i) If a bidder withdraws his bid during the specified period of bid validity specified in the bid document.
 - (ii) In the case of successful bidder, if the bidder fails to:
 - Accept the offer of contract.
 - Furnish the Performance Security within the time specified in the document.
8. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and service providers for services are eligible for exemption for EMD. Traders are excluded from the purview of this policy. The EMD exemption exclusion shall be considered for the above category only. Others shall be considered as the bid received without EMD only.
9. The Integrity Pact available in the tender document should be duly signed and uploaded by the bidder. The bid received without signed Integrity Pact shall not be considered for financial bid.
10. Technically qualified bidders with reference to the eligibility conditions will alone be considered for the evaluation of financial bid. The decision of the Medical Superintendent in this regard is final.
11. The bidder should quote the rate per piece in INR in round rupee(s) only for each of the items in the financial bid compulsorily. Multiplying factors are incorporated as per consumption patterns in canteens. If any item is left out without quoting, the bidder shall be disqualified.
12. The “Grand Total of Rate Per Piece (×) Multiplying Factor” should be quoted as “Total Price” in GeM Financial Evaluation. Bidders quoting any value other than the same in GeM shall be disqualified. The bidder should also upload the quoted menu list as the financial bid document in GeM. If any bidder is found non-complying to any of the aforementioned criteria, their financial bid will be rejected and the bidder shall be disqualified. The decision of the Medical Superintendent in this regard is final.
13. The bidder, whose “Grand Total Value of Rate per piece (×) Multiplying Factor” is lowest in comparison to the other bidders shall be considered as the

- e lowest bidder. The decision of the Medical Superintendent in this regard is final.
14. Subject to satisfaction of all terms and conditions of this tender, the L1 bidder in the financial bid shall be awarded the contract. If more than one bidder quotes the same rate, then the successful bid shall be finalised based on the two options as detailed below :
 - a. Placement of contract based on the Algorithm runs by GeM system (or)
 - b. Placement of contract on anyone of the L-1bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.
 15. The Medical Superintendent reserves the right to accept or reject any or all of the Tenders without assigning any reasons thereof.
 16. Financial bid details shall not be mentioned anywhere in the technical bid documents being uploaded by the bidder. If such details are mentioned, bid will be rejected out rightly.
 17. The decision of Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam, Kollam in this regard is final.

IV. PERFORMANCE SECURITY DEPOSIT

1. The successful bidder shall furnish, a Performance security deposit equivalent to 5% of the value of the contract in the form of Demand Draft drawn in favour of ESI Corporation Fund Account No.1 payable at Kollam or in the form of Bank Guarantee (PBG), valid for a period of 60 days beyond the date of completion of all contractual obligations
2. No interest will be accrued and paid on the security deposit. This amount will be refunded after satisfactory fulfilment of the contract and all accounts thereafter shall be settled within six months of end of contract subject to adjustment of any claim of Hospital, arising out of terms & conditions pertaining to the tender.
3. Performance Security Deposit shall be forfeited in the event of violation of any of the mentioned terms and conditions of the contract.

V. SCOPE OF THE BID

1. The service provider has to provide the service of running Staff canteen available at the ESIC Model & Super Speciality Hospital, Asramam on contract basis.
2. The hospital will provide suitable space for kitchen and dining area within the hospital premises for running canteen free of rent.
3. The service of the canteen will be for the permanent staff, contract staff, pensioners, students, patients, attenders and bonafide beneficiaries. The users of the canteen shall be paying for the services directly to the service provider.

4. The service provider has to prepare and provide various food items for the Breakfast, Lunch, Dinner, Snacks, refreshment items and Beverages as per the menu list.
5. The preparation/distribution/serving will be from a single point (canteen establishment) located in the ESIC Model and Super Speciality Hospital, Asramam, Kollam premises. The service provider shall serve the food in healthy, eco-friendly packaging.
6. The timing of the Canteen will be between 06.00 AM to 08.30 PM on all days and the timings may be changeable depending upon the situation by the Medical superintendent.
7. The breakfast items should be available between 06.00 AM to 12.00 Noon.
8. The lunch items should be available between 12.00 Noon to 03.00 PM.
9. The evening and dinner items should be available between 05.00 PM to 08.30 PM.
10. The remaining common items should be available at all time.
11. All pre-packed branded snack items and packed fruit juices shall be sold at 10% less than their MRP.

VI. TERMS AND CONDITIONS OF CONTRACT

1. COMMENCEMENT OF CONTRACT

- 1.1 The successful bidder shall be notified and the ESIC Hospital will send the work order on the official e-mail address of the successful bidder.
- 1.2 The successful bidder shall acknowledge the same and will revert with the letter of acceptance of the work order immediately.
- 1.3 The successful bidder will have to enter into an agreement with the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam, Kollam on a Non judicial stamp paper of Rs.200/- (Stamp duty to be borne by the bidder) before commencing the Contract. The GeM contract and the contents of this tender notification shall become part and parcel of the agreement. The agreement will be valid during the contract period commencing from the date of signing of the agreement and shall continue to be in force, unless terminated in writing. The period of contract shall be as per the period mentioned in the agreement.
- 1.4 The successful bidder shall furnish the Performance Security deposit as detailed in the terms and conditions of this Tender notification.
- 1.5 The contractor shall bear the stamp duty on the original of the agreement, which shall be executed in duplicate, and the Hospital shall retain the original and the Contractor shall retain the duplicate.
- 1.6 The contract is likely to commence subject to fulfilment of condition at Sl.No.1.2 to 1.4, Successful bidder should also execute the contract agreement on non-judicial stamp paper of Kerala of requisite Denomination along

with performance security deposit before the commencement of the contract. Non fulfilment of the condition of executing a contract by the contractor would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money/blacklisting the bidder.

2. DURATION AND CESSATION OF CONTRACT

- 2.1 The contract/agreement is for one year initially and is extendable for a further period of one year on mutual consent with the same rate and terms & conditions subject to satisfactory performance of the agency and such amendments as mutually agreed to by both the parties. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contractor and the ESIC.
- 2.2 Prices quoted shall be fixed during the period of the contract including any extended period.
- 2.3 The successful bidder will be bound by the details furnished by him/her to this Hospital, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed as a breach of terms of contract making it liable for legal action besides termination of contract.
- 2.4 The successful bidder should not assign or sub contract or sublet any part of the work order to any third party under any circumstances.
- 2.5 The Medical Superintendent shall have the right to terminate the agreement with the Contractor by giving one month's notice without assigning any reason.
- 2.6 Refund of the unutilized portion of Security Deposit paid by the contractor will be at the discretion of the Medical Superintendent.
- 2.7 In case of breach of any term and condition of the contract, the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam, Kollam reserves the right to forfeit the Performance Security Deposit apart from annulment of the contract, in whole or in part, at any time by giving one-month notice, before the expiry of one year. However, the Service Provider needs to give 3 months' notice in case of premature termination of contract to let the hospital to arrange for the alternative. During the notice period, both the parties will maintain the status quo.

3. STATUTORY COMPLIANCE

- 3.1 The successful bidder should avail necessary registration for running of canteen from the Municipal Corporation of Kollam within one month of award of contract, failing which contract shall be terminated without any notice.
- 3.2 The contractor must possess the requisite valid licenses issued by the relevant competent authority for carrying out the business and shall be responsible for complying all laws pertaining to the services in question as well as those pertaining to employment of persons under him.
- 3.3 The successful bidder shall also be liable for all taxes, levies, cess, GST etc. on account of service rendered by them to the hospital to concerned tax collection authorities from time to time as per extant rules and regulations.

ns on the matter.

- 3.4 The successful bidder will be responsible for complying with payment of minimum wages (State or Central whichever is higher) and other Social Security benefits including prescribed number of leave / holidays and prescribed hours of Work Schedule as per Labour Laws in force from time to time to its employees deployed in the hospital. All laws related to Social Security (E.S.I. and E.P.F. registrations are mandatory for the employees deployed by them in the canteen), Service Tax wherever applicable and other Labour legislations, pollution control, food safety laws and the contractor will be liable for any consequences resulting from violation of any such rule / provision.

4. GENERAL TERMS AND CONDITIONS

- 4.1. Canteen shall be meant for serving refreshments, snacks, tea, meals and such other items and at such prices, as decided in the tender.
- 4.2. The person associated with preparation and distribution of food will be required to undergo periodical half-yearly medical checkups to rule out the possibilities of communicable disease / infectious diseases and anybody found suffering from such diseases has to be kept out of engagement till he / she is fully recovered.
- 4.3. The contractor shall maintain proper records of half-yearly medical check-ups conducted for all personnel involved in the preparation and distribution of food. These records shall be subject to inspection by the ESIC authorities.
- 4.4. The separate list of personnel deployed for food preparation, handling, serving and cleaning have to be intimated to the authority from time to time. Any change in the list of personnel has to be notified to the authority with immediate effect.
- 4.5. There shall be no compromise on the quality of food supplied by the bidder and if any such incident or food adulteration is found, action deemed fit, including black listing the firm, shall be taken by the Competent Authority and all the rules of Prevention of Food Adulteration Act (PFA Act), 1954 will be applicable.
- 4.6. All persons employed by the Service Provider shall be medically fit for handling food and certified for fitness by appropriate authority before engagement by the Service Provider. The workers must be screened for HCV, HIV, HB SAG, CBP, CUE, STOOL for OVACYST, STOOL C/S, Chest X-Ray, Blood Widal Test) and documentary proof must be submitted to the hospital authorities. Immunization of the workers for different infective diseases and any other tests as per hospital recommendations shall be done by the Service provider at his own cost and documentary proof must be submitted to the hospital authorities. Canteen Manpower wages will be borne by the service provider and will be built into the service provider's cost.
- 4.7. The personnel appointed by the service provider must have proper and clean uniform for their identification. The personnel so deployed should maintain personal hygiene and should follow safe & clean methods of food handling. The uniform pattern for supply and cleaning personnel should

d be different.

- 4.8. The deployed canteen staff, shall be adequate as per requirements, trained, presentable, well dressed, well-mannered and well experienced to ensure timely, efficient and prompt service. The service provider shall provide separate identity cards and uniforms to all personnel at their own cost.
- 4.9. There shall be one waiter per every 25 participants/ guests, dedicated waiters must be appointed for staff of ESIC. The contractor shall employ a minimum number of persons at all times and bring additional strength whenever required. In addition, adequate staff shall be provided for cooking, cleaning of utensils, cleaning of dining halls and wash areas/ toilets attached with the dining space.
- 4.10. The Service provider will be responsible for maintaining adequate number of personnel as per norms/requirement engaged in cooking, distribution of food and housekeeping (incl. disposal of garbage and left over food). No unauthorized person except for declared staff of contractor shall be present in the Cooking area.
- 4.11. The catering supervisor appointed by the caterer should be available throughout the production and service period at the hospital and see that the staff/guests are served by well-trained servers/waiters.
- 4.12. The Service Provider shall ensure that the engaged staff shall always be neatly turned out with hair, nails, beards trimmed and in proper uniform & footwear (uniform-dress code, caps, name badges and gloves while serving). Serving staff should preferably wear black trousers, white full sleeves shirts, white gloves, white cap & black shoes.
- 4.13. Torn, worn out, dirty shabby uniforms are not acceptable. Same to be replaced, failing which the staff will not be allowed to undertake duty and may attract penalty.
- 4.14. The service provider and the manpower deployed should maintain decency and decorum in Hospital premises.
- 4.15. The dealings of the Contractor and his employees with the customers shall be polite. The Contractor shall while the agreement is in force, keep a complaint book in a conspicuous place in the said Canteen in which the complaints may be recorded and which shall be opened for inspection by the canteen management committee for the purpose. Members of the canteen management committee shall have access at all times to the kitchen of the Canteen, or to any part of the Canteen, for inspection. CCTVs will also be installed at appropriate locations.
- 4.16. If any personnel engaged by the Service provider is found indulging in illegal activities, is liable to be handed over to the police and punitive action deemed fit will be taken against the contractor
- 4.17. The same person should not carry out both cleaning and supply of food. This is for strict compliance.
- 4.18. The contractor shall be liable to supply all the food products quoted in the BOQ.
- 4.19. The Service provider shall not sell any intoxicating items / tobacco base

d items in the Canteen. This is for strict compliance

- 4.20. The service provider shall provide all the necessary utensils and other accessories essential for cooking and plates etc., for serving food as well as LPG fuel for the purpose of cooking.
- 4.21. The Service includes all serving staff, utensils, crockery, packaging, dispensers, hot/ cold buffet chafers, tablecloth, mats, glass wear and all other equipment required for serving the desired quality of food.
- 4.22. The fuel to be used for cooking will only be LPG and shall have to be arranged by the service provider on his own.
- 4.23. The quality of the raw materials to be used for preparation in the canteen should be of highest standard and should be fresh. The service provider shall use only the mentioned branded items and shall not change a brand. Milk and dairy products should be purchased from MILMA only.
- 4.24. The quality of the raw materials to be used for preparation of food in the staff canteen should be of highest standard and fresh. AGMARK spices and condiments, Grade -1 dal's and commodities and fresh Vegetables, Fruits to be used. Rice should be fine, premium quality, free from contaminants. The contractor shall ensure that no stock of raw material /consumables beyond expiry date are stored, used, or sold in the canteen premises. Only reputed / premium brands of Wheat Flour/ Atta only to be used. The medium of cooking Oil shall be Coconut/Sunflower Oil from reputed /premium brands only.
- 4.25. In addition to the menu, the Contractor shall also make available the packaged items viz Biscuits, Chocolates, Cakes and Beverages of reputed brands. It must be ensured that expired packaged items/goods are not sold. Action will be taken if found the same.
- 4.26. No items other than food items as specified in the menu list and packaged food items (list to be submitted at start of contract) shall be sold in the canteen premises. Action will be taken if found the same.
- 4.27. The Service Provider shall ensure that all the raw materials in-use are kept in clean labelled containers in the cooking area.
- 4.28. Packaged Drinking water being sold should be of reputed brands only.
- 4.29. The food items supplied shall be contamination-free, and fresh. No left-over or balance or refrigerated food item shall be served. (Veg /Fruits)
- 4.30. Date of purchase should be mentioned in all perishable food stocks including meat and fish under refrigeration. A fridge thermometer should be maintained in all refrigerators/freezers.
- 4.31. If it is found that the quality of items supplied by the service provider and/or the services rendered are unsatisfactory or that the service provider has violated any terms and conditions of the contract and agreement, then in that event, the Medical Superintendent, ESIC Hospital, Asramam, Kollam shall terminate this contract, at any time without assigning any reasons whatsoever and without notice.
- 4.32. Cooking oil must not be used again.
- 4.33. In case it is found that the service provider is using sub-standard quality

y raw material for preparing food items, appropriate action will be taken against the service provider including termination of the contract.

- 4.34. The food items supplied should be as per Government standards. If at any point of time any penalty is imposed by the Government Authority i.e. by Food Inspector of Food Safety Department, the same shall be borne by the Service Provider.
- 4.35. The Service provider shall ensure that separate utensils / vessels are used for preparing the food.
- 4.36. Crockery sets must be used for serving/dining. The crockery used shall be clean, not old, and not faulty (cracked, scratched); the packaged food packets should not leak, and the cloth and paper napkins provided should be clean.
- 4.37. All vegetables, fruits etc. used shall be fresh and not rotten or overripe. Milk and milk products such as curd, yoghurt, cheese etc. must be prepared and served fresh. All the items being used shall be stored properly and served before their expiry date.
- 4.38. Non-vegetarian dishes shall be prepared from fresh and good quality egg, chicken, mutton, fish or other sea foods and the same shall be purchased from the standard authorized shop.
- 4.39. The non-vegetarian items shall be washed and marinated properly before cooking. The pieces of non-vegetarian items shall not be too small or too big, unnecessary shreds and small bone pieces shall be removed.
- 4.40. In case of introducing any new item to the menu after the award of contract, prior permission from hospital authorities must be taken.
- 4.41. Hospital may, if required direct the Contractor to run canteen at more than one location within the premises of the Hospital and for which the Contractor must abide.
- 4.42. If it is found that the quality of items supplied by the service provider and/or the services rendered are unsatisfactory or that the service provider has violated any terms and conditions of the contract and agreement, then in that event, the buyer will be entitled to terminate this contract, at any time without assigning any reasons whatsoever and without notice.
- 4.43. The work shall be done in a neat workman like manner. The site must be cleared by the service provider including removal of waste and leftovers, etc. from time to time as these accumulate during the work. On completion the whole site must be left in a clean and tidy condition to the satisfaction of the Competent Authority assigned by the Medical Superintendent.
- 4.44. Cleanliness should be maintained at all times. The contractor shall be responsible for removal/disposal of solid and liquid wastes and garbage generated in the canteen.
- 4.45. The Service provider shall provide liquid hand wash at hand wash area and hand drier for the visitors of the canteen and shall undertake other hygienic precautions as per instructions of Hospital Administration.

- 4.46. The Service provider shall keep canteen, wash area, utensils, serving crockery and plates clean and disinfected. It is the responsibility of the Service provider to keep the tables and chairs ready for service and to clear the plates kept by users of canteen on the table/counters.
- 4.47. Cleaning of plates & utensils shall be done with hot water, soapy water, duly cleaned and dried & steam sterilized.
- 4.48. The contractor shall be responsible for removal/disposal of any blockage occurred in the canteen.
- 4.49. Day to day waste disposal in respect of canteen will be the sole responsibility of the Canteen Contractor at his own cost. No canteen waste will be allowed to be thrown / dumped in the hospital complex.
- 4.50. The contractor should keep the canteen complex clean. If, at any point, the canteen and its premises are found unclean, the contractor shall be held responsible and action deemed fit shall be taken by the competent authority. The contractor should maintain a Daily cleaning schedule which shall be to be presented to the hospital authorities on demand.
- 4.51. The Pest & Rodent control, removal of stray animals and hygiene of canteen area is a "Zero Tolerance Zone" and therefore, the Service provider is entirely responsible for ensuring this in the whole canteen area and shall undertake all the measures necessary (including use of good quality disinfectants, floor and other cleaners, rat traps, Pesto-O-Flash).
- 4.52. The Service Provider will at his own cost arrange for daily pest control check and an intensive, professional thorough pest control service during the night time at least once a fortnight. Report regarding such pest control carried should be submitted to Care takers Office. Noncompliance with respect to undertaking pest control and/or non-submission of requisite report will attract termination of service. Use of Professional Pest control services by the Service provider shall not be construed as subletting, in such case conduct of the persons engaged for pest and rodent control shall be the responsibility of service provider for any act of commission and omission performed by such persons. The Service Provider shall make proper arrangement for spraying with appropriate World Health Organization (WHO) approved pest control materials in and around all Canteen area on a daily basis/regularly to avoid fly / mosquito menace. The chemicals will be inspected by the committee/ authorized official of the Hospital at their discretion before use.
- 4.53. The Service provider shall ensure that all flammables, disinfectants, cleaning agents, pesticides are stored in a separate demarcated area under lock & key at all the times with restricted access.
- 4.54. The contractor shall not be entitled to use the accommodation allotted by the Hospital for any other purpose or business other than running the canteen service.
- 4.55. The contractor shall not use the name of the ESI Corporation in business dealing with other persons or traders.
- 4.56. The Service provider must possess the requisite valid Trade and Food License issued by the competent authority for carrying out the business and

d shall be responsible for complying all laws pertaining to the services in question as well as those pertaining to employment of persons under him.

- 4.57. The successful Bidder shall obtain a valid license under the Contract Labour (R&A) Act. 1970 and rules framed there under and shall continue to hold it till completion of the contract.
- 4.58. Display board of approved rates should be exhibited in prominent places as suggested by the Canteen management committee.
- 4.59. The successful bidder shall display the rate list in bilingual (i.e., English and Malayalam).
- 4.60. There should be a mandatory Computerized Billing System in the canteen that includes the following features. Computerized bill should be generated against each purchase and should be issued to the customer. This is for strict compliance.
 - a. Item Details: The system should capture and display item names with a clear breakup of each item on the bill.
 - b. Quantity: The quantity of each item purchased should be clearly indicated on the bill.
 - c. Price: The billing system must accurately calculate and display the price for each item on the bill.
 - d. Date of Transaction: The bill should include the date and time of the transaction for record-keeping purposes.
 - e. GST No.: Ensure that the bill includes the Goods and Services Tax (GST) Number for compliance with tax regulations.
- 4.61. The Hospital Campus is a "NO SMOKING ZONE", hence sale and use of tobacco is prohibited.
- 4.62. The sale and use of Liquor (alcohol) is also strictly prohibited in canteen area.
- 4.63. The canteen should be free from plastic items. No food should be packed or served on plastic containers / carry bags. It should be ensured that no plastic bags / container etc are brought inside the canteen.
- 4.64. The canteen premises shall be subject to periodic / surprise check / inspection by the MS / Officer(s) deputed by him for observing whether the terms and condition are being complied with. The Competent authority shall have the right to impose monetary penalty in case of lapse on the part of the contractor.
- 4.65. Suggestion box should be made available to customers/staff of Hospital at an accessible and conspicuous area.
- 4.66. Fire Extinguisher must be kept in the Cooking Area.
- 4.67. Caution board regarding wastage of Drinking Water should be exhibited.
- 4.68. At least 40% of the area should be specially earmarked for the staff where general public should not be allowed to enter.
- 4.69. All food items shall be served at a subsidized rate to Staff (ie, 50%). This shall be applicable to all permanent staff, contract staff, pensioners and students of the Hospital.

- 4.70. A provision for Special Lunch for Hospital functions (Kerala Sadhya with 2/3 payasams and boly) shall have to be provided with a minimum order quantity of 50 as and when required and will be intimated priorly.
- 4.71. The successful bidder shall not sell any food items which are not mentioned in the menu list without the approval of the Medical Superintendent . The decision of the Medical Superintendent in this regard is final.
- 4.72. The service provider and his/her employees will not have any right for parking space for any vehicle inside the hospital premises.
- 4.73. The service provider should ensure that the toilets/hand washing area is clean and in optimal condition. Liquid soap should be kept as required.
- 4.74. The Canteen shall not be used for residential purpose.
- 4.75. An Officer authorized by MS,ESIC MH or members of the canteen committee can check the quality of food and hygienic condition as per the government norms. ESIC MH, Asramam reserves the right to send the food samples served at the canteen to relevant testing laboratories and take appropriate action on the contractor, if required. The contractor shall have to provide samples of food to the officer authorized on demand.
- 4.76. The Contractor must not bring and serve outside cooked food to the Canteen.
- 4.77. The Contractor shall bear all the expenses for running the canteen and the ESIC Hospital shall not in any manner be
- liable for any damage caused due to incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury or injury caused to its workmen while discharging their duty.
 - The Contractor shall not be entitled to use the accommodation allotted by the ESIC Hospital for any other purpose or business other than running the canteen.
 - It is the responsibility of contractor to maintain facilities provided to him in proper condition. In case any damage is caused to the Hospital property, the amount assessed will be recovered from the Security Deposit of the contractor. In all such cases, the decision of the Medical Superintendent will be final and binding on the part of the contractor.
 - Proper interior decoration shall be done by the contractor on his own with the prior approval of the Medical Superintendent.
- 4.78. Electricity will be supplied free of cost for general illumination, refrigeration and aeration of the kitchen / canteen / store. But no electricity will be permitted for cooking. The contractor has to intimate the details of electrical items for the usage of running the canteen to the Medical Superintendent in writing before commencing the contract. The contractor is forbidden from using any additional electrical equipment or appliances without the written permission of the Medical Superintendent. Action will be taken if found the same including termination of the contract.
- 4.79. The contractor is responsible for replacement of fused bulbs/repair of el

ectrical items.

4.80. Water will be supplied free of cost for the usage of Canteen only. The Contractor is instructed to use the water for the usage of Canteen economically. In case of water shortage, the contractor shall procure water at their own cost.

4.81. The Contractor is expected to pass on the benefit of rent free accommodation, electricity and water in the form of reduced cost of food items while quoting the rates.

4.82. The contractor should work to the satisfaction of the Hospital authorities. For this purpose, the Officers authorized by the Medical Superintendent reserves the right to examine quality, quantity, hygiene standards and other conditions mentioned in the tender.

4.83. Penalty Clauses:

<u>Penalty Clause</u>	<u>Amount of Penalty</u>
If no bill is provided or excessively charged for any item	Rs.2000/- per occasion
Non compliance on hygiene	Rs.2000/- per occasion
Rotten or poor quality of vegetables/Fruits	Rs.2000/- per occasion
Poor quality of rice	Rs.2000/- per occasion
Each day of unauthorized closing of canteen	Rs.5,000/day
Overstay on termination of contract	Rs.10,000/-day
Staff if found without proper uniform/ID card	Rs.500 per day of default per person.
Any complaint by visitors or staff if not attended within 48 hrs	Rs.1000/- for each complaint
Complaints of insects and/or foreign object (hair, rope, cloth, plastic, etc) cooked along with food found in any food item	Rs.5,000/- per complaint
Non-availability of complaint register or discouraging members from registering complaints	Rs.2,500/- per occasion
Food poisoning	Rs.10000/-
Dilute or adulterated milk	Rs.2,000/-

Improper Pest control	Rs.2,000/-
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For repeated offenses, double the penalty and/or termination of the contract may be imposed by the Medical Superintendent.

- 4.84. A penalty of Rs. 5000/- will be imposed on the Contractor for each day of unauthorized closing of canteen. If canteen remains closed for a week (7 days) continuously, this agreement is liable to be cancelled and the Contractor shall be blacklisted and required to vacate the premises within 48 hours as per directions of the Medical Superintendent.
- 4.85. The Contractor shall have to vacate the canteen and hand over the possession of the premises on the expiry of the term of the contract or on termination of the contract. If the Contractor fails to vacate the canteen premises on stipulated date or on direction then damage charges for overstay at the rate of Rs. 10000/- (Rupees Ten thousand) per day will be recovered from the Contractor out of the Security Deposit. If Security deposit is insufficient to recover damage charges then the same will be recovered through the Courts of law.
- 4.86. The service provider shall ensure the Health and Safety measures of the employees and it shall alone be fully responsible for wellbeing, safety, security and insurance of their personnel.
- 4.87. The Contractor must employ adult and skilled labour who are physically and mentally fit only. Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
- 4.88. The Contractor will be responsible for such conduct of the persons engaged by him in the Hospital, which will be conducive for maintaining the harmonious atmosphere in the Hospital and will be responsible for any act of commission & omission of such persons.
- 4.89. The persons provided by the contractor shall be the employee of the contractor only and there is no Master and Servant or Employer and Employee relationship between the persons provided by the contractor and this Hospital and further the said persons of the contractor shall not claim any employment, engagement or absorption in this Hospital, in future.
- 4.90. The persons provided by the contractor shall not claim any benefit/compensation/absorption/regularization of service from/in this hospital under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act 1970. Undertakings from the persons to this effect shall be required to be submitted by the contractor to this hospital.
- 4.91. The staff provided by the service provider shall not be deemed employees of the ESIC Model and Super Speciality Hospital, Asramam, Kollam. Hence the compliance of the applicable acts/ laws will be the sole responsibility of the service provider.
- 4.92. The ESIC Model & Super Speciality Hospital, Asramam, Kollam shall not

be liable for any damage and/or compensation payable to any worker of contractor or to the contractor in case of any fatal injury/death caused to or by any man power while performing/discharging their duties or otherwise. The contractor shall indemnify ESIC for all such damages, compensation and expenses whatsoever in respect thereof or in relation there.

- 4.93. The Service provider shall be responsible for his employees in observing all security and safety regulations and instructions as may be issued by the Purchaser from time to time. The contractor shall have the right to appoint and to take appropriate disciplinary actions against his workers to fulfill his obligations under this agreement, provided that, action should be taken in accordance with Labour law and Industrial Employment (Standing Order) Act, 1946 and the Canteen Committee should be informed at every point of time.
- 4.94. The Service provider shall be responsible for payment of wages and allowances to their staff members in compliance with prevailing rates as per statutory norms. ESIC shall in no way be responsible for any default/dispute with regard to statutory obligation related to manpower engaged by the agency.
- 4.95. All payments to the staff employed by the Service provider for undertaking the catering contract in the hospital have to be paid in the 1st week of every month and as per the prevailing minimum wages stipulated from time to time, and covering benefits such as ESI, EPF, etc. The firm/contractor shall be solely and fully responsible for any delays/lapses/ violations/non-compliance.
- 4.96. No contractual worker engaged by the contractor shall provide services beyond the age of 60 years.
- 4.97. The contractor shall be responsible for payment of all local body, Municipal Corporation, or other statutory taxes, if any, payable to the Government.
- 4.98. All applicable acts and the rules related to the labour law as amended from time to time shall be strictly followed by the service provider. The Purchaser shall not be a party to any dispute. The Service provider shall be deemed responsible for all legal and contractual purposes, as the employer of the staff employed for carrying out the contract and such persons will not have any claim for employment in the hospital now or at a future date.
- 4.99. The Service provider may obtain adequate insurance policy (workmen's compensation insurance) for all his staff to be engaged for the work, in addition to ESI coverage towards meeting the liability of compensation arising out of death/injury/disablement at work etc.
- 4.100. Security Deposit of the Contractor will be forfeited in case of breach of any condition stipulated herein.
- 4.101. The Medical Superintendent of the ESIC Model & Super Speciality Hospital, Asramam, Kollam reserves right to impose penalties to the extent of termination of contract without assigning any reasons thereof and forfeit Security Deposit if Contractor fails to maintain any of the conditions of this tender.

- 4.102. The Medical Superintendent, ESIC Hospital, Asramam is the Competent Authority to renew the contract or to terminate the contract.
- 4.103. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by The Medical Superintendent ESIC Model & Super Speciality Hospital, Asramam, Kollam - besides annulment of the contract and also blacklisting of the contractor as per rules.

5. DISPUTE SETTLEMENT

- 5.1. All disputes or difference whatsoever arising between the parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in terms of "The arbitration and conciliation Act, 1996" with all statutory modifications and award made in pursuance thereof shall be binding on the parties.
- 5.2. In case of any dispute and differences of opinion arising out of this contract, both parties shall try to resolve the same amicably by mutual consultation duly recorded.
- 5.3. All the disputes will be subject to the jurisdiction of Court situated at Kollam only.

6. RISK CLAUSE

- 6.1. Contractor and its staff shall take proper and reasonable precautions to prevent from loss, destructions, waste or misuse the areas of responsibility given to them by the ESIC Model & Super Speciality Hospital, Asramam, Kollam and shall not knowingly lend to any person or company any of the effects or assets of the ESIC under its control.
- 6.2. In the event of loss/damage of equipments etc. at the premises of ESIC due to negligence/carelessness of Contractor staff, the Contractor shall compensate the loss to ESIC apart from removal of the responsible person.
- 6.3. The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the ESIC's premises and shall indemnify ESIC for any loss or damage caused by any act of the Contractor or its employees of staff etc.
- 6.4. The contractor shall not sublet or subcontract this service/work to any other party in any circumstances, before or after the execution of contract. In such case, the contract will be terminated and performance security will be forfeited.

7. FORCE MAJEURE CLAUSE

- 7.1. The Service provider shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 7.2. For purpose of this clause, "Force Majeure" means an event beyond the contro

l of the Service provider and not involving the Service provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to war, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 7.3.If a Force Majeure situation arises, the Service provider shall promptly notify the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam, Kollam in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the Service provider shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

UNDERTAKING/DECLARATION

GEM TENDER NO. _____

Dear Sir,

1. I / We hereby declare that the service charges quoted by our Firm in this bid is inclusive of bidder's profit and the other factors towards all kinds of claim viz., statutory liability like IT/GST/Bonus/Gratuity/EL/NFH and any other sundry charges, if any and I/We understood that in case of non compliance of any of the statutory provisions penal actions besides terminating the contract shall be initiated against our Firm.
2. I/We hereby declare that I/we have perused and understood the tender document and accept all the terms & conditions, stipulated by the ESIC in connection with the tender for Running the Canteen for Hospital Staff and Beneficiaries at ESIC Model & Super Speciality Hospital, Asramam, Kollam for a period of one year.
3. I/We confirm the documents submitted by the firm are legible and the onus of non-readable document shall be with the firm/company.
4. It is certified that the agency has never been black listed by any organization from Govt. /PSU etc.
5. It is certified that the none of our previous contracts were terminated prematurely by any organization due to breach of contractual obligations or other factors.
6. It is also certified that the experience claimed by this agency were not submitted by any other agencies or were not part of any subcontract agreements.
7. That I/We authorize Medical Superintendent to forfeit the security money deposited by me/us if any delay or failure to supply the article/completion of the work to the satisfaction of the hospital authority, within the stipulated time or the items of desired quality.
8. That I will be in the position to provide contract as per the work explained to me to the satisfaction of the Hospital authority.

9. That there is no vigilance/CBI case or court case pending against me/my firm debarring me/my firm to undertake contract work/supply of items quoted.
10. That I hereby undertake to carry out the work as has been explained to me to the satisfaction of competent authority within stipulated period.
11. I have been informed that The Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam, Kollam has right to accept or reject any or all the tenders without assigning any reason thereof.
12. I am ready to sign the agreement with the ESIC, in case of my selection as successful Bidder.
13. I truly declare & confirm that my relatives are not working in ESIC.
14. I/We declare that the information given in the Tender document is true and in case any thing found false, then the Proprietor/Partner/Director will be responsible for the same and understand that in that case our bid shall be rejected and contract shall be terminated besides blacklisting our firm.

Date: _____ Signature of Owner/Managing Partner /Director: _____

Place: _____ Name (in full who is signing): _____

Seal: _____

N.B.:- The above undertaking/declaration, duly filled and signed by the authorized signatory of the company, should be uploaded along with bid documents in the GeM Portal, failing which the bid shall be disqualified in the technical bid stage itself. The authority letter of the company/firm authorizing the signatory must also be attached with this undertaking.

INTEGRITY PACT

(TO BE TYPED ON BIDDER'S LETTER HEAD)

To

The Medical Superintendent

ESIC Model & Super Speciality Hospital,

Asramam, Kollam - 691002.

GEM TENDER NO. _____

Sir,

1. I / We acknowledge that ESIC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

2. I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BIDS SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.
3. I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted by ESIC. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with 'Article' of the enclosed Integrity Agreement.
4. I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, ESIC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Bidder)

(Signature of

of the Bidder

Name and Address

—

—

ARTICLE - INTEGRITY PACT DOCUMENT

(To be executed on plain paper and signed by the bidder as 2nd party before uploading as bid document. ESIC as 1st party will sign this Integrity Pact later stage after opening of bids)

PRE-CONTRACT INTEGRITY PACT

1. General

- 1.1 This pre bid-contract Agreement (herein after called the Integrity Pact) is made on _____ the day of the month of _____ year _____. Between on one hand of Employees State Insurance Corporation (ESIC) under the administrative control of Ministry of Labour and Employment, Government India acting through (herein after called the "BUYER" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the First Party and M/s _____ represented by, _____ Chief Executive Officer (herein after called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Party. WHEREAS the BUYER proposes to procure services (Name of Items to be procured) and the Bidder/Seller is willing to offer/has offered the stores/services.

- 1.2 Whereas the Bidder is a private company/ public company/ partnership/ p

proprietorship constituted in accordance with the relevant law in the matter and the Buyer is performing its functions on behalf of _____ of India.

2. Objectives

Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, herein after referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/un prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- 2.1 Enabling the Buyer to obtain the desired said stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

3. Commitments of Buyer

The Buyer Commits itself to the following:-

- 3.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 3.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 3.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
4. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

5. Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contractor in furtherance to secure it and in particular commits himself to the following: -

- 5.1 The Bidder will not offer, directly or through intermediaries, any bribe gift, consideration, reward, favour, any material or immaterial benefit other advantage, commission, fees, brokerage or inducement to an official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the Contract.
- 5.2 The Bidder further undertakes that he has not given, offered or promise to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fee brokerage or inducement to any official of the Buyer or otherwise procuring the Contract or for bearing to do or having done any act relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 5.3 The Bidder will not collude with other parties interested in the contract impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 5.4 The Bidder will not accept any advantage in exchange for any corruption practice, unfair mean sand illegal activities.
- 5.5 The Bidder further confirms and declares to the Buyer that the Bidder the original manufacturer/ integrator/ authorized government sponsored export entity of the defense to resend has not engaged any individual firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 5.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries connection with the contract and the details of services agreed upon for such payments.
- 5.7 The Bidder shall not use improperly, for purposes of competition personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 5.8 The Bidder commits to refrain from giving any complaint directly through any other manner without supporting it with full and verifiable facts.

5.9 The Bidder shall not instigate or cause to instigate any third person commit any of the actions mentioned above.

6. Previous Transgression

6.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

6.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

7. Earnest Money / Security Deposit

7.1 Bidders are required to furnish EMD/Security Deposit in the prescribed format.

7.2 The Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.

7.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

7.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

7.5 No interest shall be payable by the Buyer to the Bidder(s) on Security Deposit for the period of its currency.

8. Company Code of Conduct

8.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

9. Sanctions for Violation

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

a. To immediately call off the pre-contract negotiations without

assigning any reason Or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

- b. The Security Deposit/Performance Bond shall stand forfeited either full or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- c. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- d. To recover all sums already paid by the Buyer, and in case of an India Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- f. To cancel all or any other Contracts with the Bidder.
- g. To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
- h. To recover all sums paid in violation of this Pact by Bidder(s) to a middle man or agent or broker with a view to securing the contract.
- i. If the Bidder or any employee of the Bidder or any person acting behalf of the Bidder, either directly or indirectly, is closely related to a officer of the Buyer, or alternatively, if any close relative of officer of the Buyer has financial interest/stake in the Bidder's firm, then same shall be disclosed by the Bidder at the time of filing of tender. An failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
- j. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of competent court; son or daughter or step son or step daughter an wholly dependent upon Government servant, but does not include child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- k. The Bidder shall not lend to or borrow any money from or enter in any monetary dealings or transactions, directly or indirectly, with an employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder

er shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

- I. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

9.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

10. Fall Clause

The Bidder undertakes that he has not supplied/is not supplying the similar systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/ Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11. Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

12. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is these at of the Buyer i.e. Kollam, Kerala.

13. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

14. Validity

14.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

14.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15. Both the parties signing this integrity pact shall be abided by the provisions of this pact and will follow the guidelines of independent external monitors or any other monitoring committee nominated by the competent authority for the

he purpose at any stage.

16. The Parties here by sign this Integrity Pact at _____ on _____.

ESICH, ASRAMAM (1st Party)
ty)

BIDDER (2nd Par

Witness 1

Witness 2

PRICE SCHEDULE

ESIC MODEL AND SUPER SPECIALITY HOSPITAL, ASRAMAM, KOLLA

M

FORMAT RATE LIST FOR ITEMS TO BE DISPLAYED

—

The bidder should quote the rate for each and all of the items in the financial bid compulsorily in INR in round rupee(s) only. If any item is left out without quoting, the bid will be rejected and the bidder shall be disqualified.

Sl. No	Menu / Name of the items	Composition / Description / Quantity per plate	Multiplying Factor*	Unit	Remarks	Rate per piece
1.	Tea	150 ml	300	Per Cup	Should be made available every day	
2.	Black Tea	150 ml	300	Per Cup		
3.	Coffee	150 ml	100	Per Cup		
4.	Black coffee	150 ml	100	Per Cup		
5.	Milk	150 ml	50	Per Cup		

6.	Parippu Vada	60 gms	50	Per piece	At least 05 varieties to be made available every day, on a rotational basis	
7.	Uzhunnu Vada	60 gms	50	Per piece		
8.	Ulli Vada	60 gms	50	Per piece		
9.	Banana Fry	60 gms	50	Per piece		
10.	Bonda	60 gms	50	Per piece		
11.	Sukhiyan	60 gms	50	Per piece		
12.	Kozhukkatta	60 gms	50	Per piece		
13.	Mulaku Bajji	60 gms	50	Per piece		
14.	Vazhakka Bajji	60 gms	50	Per piece		
15.	Egg Bajji	60 gms	50	Per piece		
16.	Elayappam	60 gms	50	Per piece		
17.	Samosa	60 gms	50	Per piece		
18.	Omlette Single	01 egg	50	Per piece	Should be made available every day	
19.	Omlette Double	02 eggs	50	Per piece		
20.	Boiled Egg	01 Piece	50	Per Piece		
21.	Boiled Banana (Ethappazham)	120 gms	50	Per piece		

22.	Idli	50 gms	100	Per piece	Should be made available every day	
23.	Dosa	50 gms	100	Per piece		
24.	Appam	50 gms	100	Per piece		
25.	Idiyappam	75 gms	100	Per piece		
26.	Chappathi	50 gms	100	Per piece		
27.	Poori	50 gms	50	Per piece	At least 3 varieties to be made available every day, on a rotational basis	
28.	Puttu	75 gms	50	Per piece		
29.	Parotta	50 gms	50	Per piece		
30.	Ghee Roast	75 gms	50	Per piece		
31.	Masala Dosa	150 gms	50	Per piece		
32.	Bread Omlette Single	01 Egg omlette + 02 piece bread	50	Per set		
(Adequate amounts of Sambar + Chutney to be provided for serial numbers 22,23,24,25,27,30 & 31)						
33.	Kadala Curry	150 gms	100	Per plate	Should be made available every day	
34.	Egg Curry	01 Egg + gravy	100	Per plate		

35.	Potato Curry	150 Gms	50	Per plate	At least 01 variety to be made available every day, on a rotational basis	
36.	Green Peas Curry	150 Gms	50	Per plate		
37.	Vegetable Kuruma	150 Gms	50	Per plate		
38.	Meals (with free extra servings, on request) (for parcels at least 400 gms cooked rice)	Rice (white/matta) + 02 side dishes + Pickle + Pappad + Sambar/parippu curry + Rasam/Pulissery [700 gms in total]	300	Per Plate	Should be made available every day	
39.	Fish Curry	180 Gms	100	Per plate		
40.	Fish Fry	180 Gms	100	Per plate		
41.	Porridge (Kanji) + Pickle	350 gms	100	Per bowl		
42.	Curd	150 Gms	100	Per bowl		
43.	Chicken Biryani	02 Pieces + 400 Gm Rice + Salad + Pickle + Pappad	150	Per plate	Should be made available every day	
44.	Veg Biryani	400 Gm Veg. Rice + Salad + Pickle + Pappad	150	Per plate		
45.	Egg Biryani	01 Egg + 400 Gm rice + Salad + Pickle + Pappad	150	Per plate		
46.	Beef Roast	180 Gms	100	Per plate		

47.	Chicken Roast	180 Gms	100	Per plate	
Grand Total of Rate per piece (×) Multiplying Factor =					

The “Grand Total of Rate per piece (×) Multiplying Factor” should be quoted as “Total Price” in GeM Financial Evaluation. Bidders quoting any value other than the same in GeM shall be disqualified. The bidder should also upload the quoted menu list as the financial bid document in GeM. If any bidder is found non-complying to any of the aforementioned criteria, their financial bid will be rejected and the bidder shall be disqualified. The decision of the Medical Superintendent in this regard is final.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.

17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---