

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-04-2025 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-04-2025 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health And Family Welfare
Organisation Name/संगठन का नाम	North Eastern Indira Gandhi Regional Institute Of Health Sciences (neigrihms)
Office Name/कार्यालय का नाम	Neigrihms, Shillong
क्रेता ईमेल/Buyer Email	harendra.dey@nic.in
Item Category/मद केटेगरी	Canteen Service - Best Price on Fixed Menu Rate Model - Non-Vegetarian; Breakfast, Lunch, Dinner, Snacks; Inside Premises (exclusive for employees/ patients/ in house pe
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	84 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requeste ATC),Additional Doc 1 (Requested in ATC),Additional Doc (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experienc Criteria, the supporting documents to prove his eligibility exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Estimated Bid Value/अनुमानित बिड मूल्य	28000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	560000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: 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 from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर केवल MSE कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेलर से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत लाभग्राही के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Stores and Procurment Officer
Neigrihms, Shillong, Department of Health and Family Welfare, North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS), Ministry of Health and Family Welfare
(Harendra Dey)

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. If the bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

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

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

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in the 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 purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documents 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 procurement policy, 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro, Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be given 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.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance 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 used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. 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 of the project.
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost of the project.
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost of the project.

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

Break up Cost of all diets and menu - [1742991047.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Annual Turnover and Profit Requirement:As per NIT

Number (up to 100%) of service provided in the past year to government agencies with minimum footfall

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

Minimum Years (Up To 5 Years) Of Experience in Related Field:As per NIT

Geographic Presence In States:As per NIT

If you want to add additional conditions in addition to standard SLA then please mention the clauses of SLA:as per NIT

Canteen Staff:[1742990139.pdf](#)

Distribution/ Serving Style:[1742990143.pdf](#)

Specifications of Food Consumables (Brand, specific mandi, supplier store, Vegetables, Cooking Essentials, Packaged foods, food ingredients, etc):[1742990148.pdf](#)

Menu Items:[1742990152.pdf](#)

Scope of Work:[1742990196.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
04-04-2025 16:00:00	NEIGRIHMS, Shillong

Canteen Service - Best Price On Fixed Menu Rate Model - Vegetarian, Non-Vegetarian; Breakfast, Lunch, Dinner, Snacks; Inside Building Premises (exclusive For Employees/ Patients/ In House Personnel) (650)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Diet	Vegetarian , Non-Vegetarian
Type of Meal	Breakfast , Lunch , Dinner , Snacks
Type of Canteen Space	Inside Building Premises (exclusive for employees/ patients/ in house personnel)
Electricity Charges	To be provided by Service Provider
Cooking Gas Charges	To be provided by Service Provider
Water Charges	To be provided by Service Provider
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

Specification	Values
Smart Vending Machines	To be provided by Service Provider
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Canteen Start Time	7
Canteen End Time	9

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total No of Employees/ Individuals/ Footfall to be served per day	Additio Requiremen आवश्यक
1	Khrawkumar Jithod Katrai	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	650	<ul style="list-style-type: none"> Total Cante (In Sqft) : 2 Monthly Lic 66550 Duration in Working D Month : 30

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

- Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along Purchase Order.
- If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- Generic**

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

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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NOTICE INVITING TENDER (NIT)

NEIGRIHMS is a super specialty Medical Institution for post graduate education research and services. The Institute invites bids /offers from reputed service agencies/firms for the comprehensive management and running of Hostel Mess (Old and New), located within the premises. Presently the capacity of the Nursing Hostel is approximately 400 and additional Hostels for Medical Students, Interns, Post Graduate Students, Residents Doctors is 200 -250 approximately, which may increase in the new semester.

Mess service for Medical Students, Interns, Post Graduate Students, Residents Doctors and Nurses – Breakfast, Lunch, and Evening Tea/snacks & Dinner will be served at a designated mess area in the Quarters for ease & convenience of Students, Interns & Residents Doctors

The contract for providing the services will be valid for a period of two (2) years from the date of contract. The contract period may be extended annually on the option of the Director, NEIGRIHMS, if the situation so requires or till the finalization of the next tender, if required. In the event of termination or expiry of the contract, the Contractor shall hand over the entire premises and equipments/properties etc. of the NEIGRIHMS into the custody to the latter.

1. Bidders shall have the experience of running a registered /recognized Guest House /Hotel /Restaurant /Catering services for 3 consecutive years out of last 4 years i.e. F.Y. 2020-21, 2021-22, 2022-23 and 2023-24. Further of the following:-
 - a. Provision of Catering services or Guest house or hotel or restaurant or hostel in organization or running one unit where the bidder had served regular meals to at least 100 heads per day *or*
 - b. Provision of Catering services or Guest house or hotel or restaurant or hostel in organization or running two unit where the bidder had served regular meals to at least 200 heads per day *or*
 - c. Provision of Catering services or Guest house or hotel or restaurant or hostel in three organizations or running three unit where the bidder had served regular meals to at least 260 heads per day.

(Certificate of successful completion and commissioning should be submitted along with the offer)
2. Annual average turnover of Rs 84.00 lakhs only exclusively in the field mentioned in 1. above for the last three consecutive years out of 4 years i.e. F.Y. 2020 -2021, 2021-2022 and 2023 -2024.
3. Registered as a society, partnership firm or company under applicable laws. Proprietorship is not eligible.

2. Earnest Money Deposit & Performance Security Deposit:

- (a) Bidders have to submit Earnest Money Deposit (EMD) of Rs 5.60 lakhs drawn in favour of Deputy Director (Admn.), NEIGRIHMS, Shillong. The Bid Security may be accepted in the form of Call deposit, Banker's Cheque, Fixed Deposit or Demand Draft valid for forty days beyond the final bid validity period or Bank Guarantee from any Commercial Bank.
- (b) Successful bidder will have to submit Performance Security @ 3% to 5% of contract, drawn in favour of Deputy Director (Admn.), NEIGRIHMS, Shillong and valid for 60 days beyond the validity period of contract. The Performance Security may be submitted in the form of Insurance Surety Bond, Account Payee, Demand Draft, Fixed Deposit or Bank Guarantee from any Commercial Bank.

Bank Guarantee (including e- Bank Guarantee) from a Commercial bank.

- (c) Space and accommodation (Cooking area, Store, Pot wash area, Workers / , in the Boys & Girls Hostel will be provided by NEIGRIHMS, on payment of of Rs. 66,550/- (Rupee Sixty Six thousand Five hundred Fifty only) per month on change, modification by the Institute authorities or as per CPWD rates at any time to time.
3. The Service Provider shall furnish the valid documents, certificates and affidavits as listed in the Technical Bid and shall specify the page no., failing which Bid will be summarily rejected.
- (a) Self-attested copy of certificate of required experience in desired period as mentioned in the Bid document.
 - (b) Self-attested copy of its incorporation
 - (c) Self attested copy of Certificate of Turnover for the desired period and amount in the field/business issued by Chartered Accountant.
 - (d) Self-attested copy of PAN.
 - (e) An affidavit duly sworn before a Notary that the firm or proprietary concerned owned by the firm has never been blacklisted.
 - (f) An affidavit duly sworn before a Notary that neither Service provider nor the firm proprietor/Director of the company/ member of Society has never been convicted by any Hon'ble Court of Law nor any criminal prosecution, involving moral turpitude for which a charge sheet is issued, is pending against any of them.
 - (g) An affidavit to the effect that the Service provider does not have any close or direct relationship with any employee of NEIGRIHMS.
 - (h) Self-attested copy of EPF & ESI Registration certificate along with the code number.
 - (i) Self-Attested copy of GST registration Certificate along with number.
 - (j) License from Food Safety and Standard Authority of India (FSSAI)
 - (k) Copy of resolutions for authorization of signatory to sign the bid along with notarization.
 - (l) Copy of proof relating to deposit of EMD
 - (m) Copy of MSME document/ startup certificate in case EMD exemption is sought.
 - (n) Details of Human Resource (Identity, Present and Permanent Address, Education, Designation, Medical fitness certificate, Police verification and PF details) to be submitted after the award of contract.
 - (o) The Service provider should submit a certificate of satisfactory performance from previous employers for three consecutive years out of last 04 years i.e. F.Y.2020-21, 2021-22 and 2022-23 and 2023-24.
4. Successful Bidders /Contractors, in case of Non -tribal, shall have to apply and obtained a valid license, issued by the Khasi Hills Autonomous District Council, Shillong, within 90 days of issuance of the orders. An undertaking for the same has to be submitted by the bidder, on award of contract.
5. In case the Service Provider furnishes false information their tenders/ bids will be rejected and their deposit/EMD will stand forfeited.
6. The agency must possess the requisite valid license issued by the competent authority for carrying out the business and shall be responsible for complying with all laws pertaining to the services in question.

s those pertaining to engagement of persons under him and should obtain necessary license certificate of the State Food Inspector /respective authorities and should produce certified copies to fulfill the requirements.

7. NEIGRIHMS reserves all rights to make any changes in terms and conditions of the e-tender and accept any or all e-bids without assigning any reason thereof. At any time prior to the date of submission, Director, NEIGRIHMS may, for any reason, whether at his own initiatives or in response to a comment from a prospective e-bidder, modify the e-bidding documents by an amendment may at his discretion the date and time for submission of e-bids.
8. Bidders are required to sign and submit the Integrity Pact agreement, as per the prescribed format.
9. Settlement of Dispute. If there is any dispute or differences, the same may be referred to NEIGRIHMS. Director, NEIGRIHMS or his authorized representative shall be the final authority and decision taken by the authority will be binding on all concerned. Therefore, the jurisdiction of settlement of disputes in Stores & Civil contracts shall be as per the Commercial Division and Commercial Appellate Division of High Courts (Amendment) Ordinance, 1999 wherein the provision for pre-institution mediation, has been made mandatory in respect of the parties to the disputes. The mediation shall be under the authorities constituted under the Arbitration and Conciliation Act, 1996. The Courts in Shillong shall have the exclusive jurisdiction over the disputes between the parties.

Section II:

General Conditions of Contract (GCC)

1. Bidders should have necessary license/ clearance certificate of the State Food inspector/health department and should produce certified copies of certificate fulfilling the requirements. Prequalification /Pre-qualification shall be entirely upon the capability and resources of prospective agency to perform the contract satisfactorily, taking into account their (i) experience and past performance on similar catering services / Guest house or hotel or restaurant/hospital diet servicing) (ii) Capabilities with respect to personnel (Qualified Cook ,experienced attendant , Professionals with degree /diploma in hotel management technology), Equipment (atomized equipments for catering purpose) (iii) financial standing annual report (balance sheet and Profit & Loss account) of last 3 (three) years. Fulfillment of eligibility is to be supported with documentary evidence in the form of certified /self-attested copies of work completion certificates, report, payment certificates, indicating the period of work .In case of Joint Venture firm, the experience of the signatory /lead agency will be taken into consideration for the purpose of the agency.
2. The e-bidder must possess the requisite valid license issued by the competent authority for carrying out the business and shall be responsible for complying all laws pertaining to the services in question and also those pertaining to employment of persons under him.
3. The lowest rates quoted on the total (foodstuff/menu) offered by the purchaser will be taken for the purpose of price evaluation /selection.
4. The personnel appointed by the service provider must have proper and clean uniform for their work. The personnel so appointed should have the basic knowledge of personal hygiene and safe methods of food handling.
5. The persons associated with preparation and distribution of food will be required to undergo periodic medical checkups to rule out the possibilities of communicable disease/infectious diseases and any person suffering from such has to be kept out of engagement till he/ she is fully recovered.
6. The list of personnel deployed for food preparation, handling and serving have to be intimated to the purchaser at the time of joining and from time to time.

7. The contractor selected will be required to maintain such level of cleanliness and standard of food as may be decided by the Competent Authority in regard to the persons under his employment and utensils for serving the food as may be decided by the Competent Authority.
8. There shall be no compromise on the quality of service /food supplied by the e-tenderer and if 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) will apply.
9. The agency will be responsible for complying with payment of minimum wages and other Social Security benefits including prescribed number of leave/holiday and prescribed hours (maximum and minimum) as per Labour Laws in force from time to time to its employees deployed in the hospital. The contractor shall be liable to Social Security (E.S.I. & P.F., etc., in case the contractor engages manpower more than 10 number), Service Tax wherever applicable & other Labour legislations, pollution control and such other orders from time to time as regards to treatment & disposal of garbage, and the contractor will be liable for any consequences resulting from violation of any such rule / provision.
10. The contractor will be responsible for such conduct of the persons engaged by him/her, which may be detrimental to give for maintaining the harmonious atmosphere in the hospital and will be responsible for any negligence & omission of such persons.
11. The Contractor shall maintain a complaint book and any genuine complaint recorded therein will be given due consideration.
12. Bidders shall have to make a presentation before Tender Evaluation Committee, if required.
 1. Hostel mess food should be cooked in hostel cook house.
2. The successful e-bidder / e-tenderer shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1947 and shall be renewed from time to time and rules framed there under and shall continue to hold it till completion of the contract.
3. The fuel to be used for cooking will only be LPG and shall be arranged by the contractor.
4. The garbage from the rooms will be collected and disposed off at the site provided for the purpose by the Municipal Authorities. Other waste materials will be dumped in the nearest S.M.B dustbin by the contractor.
5. NEIGRIHMS will have the right to serve a notice on the contractor in the event of any lapse on the part of the latter in the services, which shall be rectified or remedied by the latter forthwith.
6. Consumption or sales of alcohol or tobacco in the premise of the NEIGRIHMS Guest House by the contractor or his employees is strictly forbidden.
7. However, in case of water and electricity charges, the cost may be recovered on actual basis.
8. Even though the Contractor/bidder will provide the services through his own employees, the work of the employees will be supervised from time to time by a representative of the NEIGRIHMS duly appointed by the Director, NEIGRIHMS, for this specific purpose. The representative of the NEIGRIHMS will look after the day to day being and other requirement and liaison between the guests and the employees of the contractor on the one hand and the NEIGRIHMS authorities and the Contractor on the other hand.
9. The personnel appointed must have proper and clean uniform for their identification. The personnel appointed should have the basic knowledge of personal hygiene and safe & clean methods of food preparation and distribution.
10. The persons associated with preparation and distribution of food will be required to undergo periodic medical checkups to rule out the possibilities of communicable disease/infectious diseases and any person suffering from such has to be kept out of engagement till he/ she is fully recovered.
11. There shall be no compromise on the quality of food supplied by the tenderer and if any such 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) will apply.
12. Only purified water (purified by Aquaguard/ Modiguard /Aquasure or other purifier of similar standard) shall be used for drinking and cooking.

o be served in the mess

13. Agency should make necessary arrangement for equipment, serving trolley, food trays, cups, etc.
14. Dining area arrangements and kitchen set up, food warmer is the responsibility of the contractor.
15. Mess dining area in a particular hostel/quarter should be arranged as per requirement of the agency.
16. The agency shall not sell cigarette, bidi, pan, gutka, tobacco items, alcohol or any other prohibited items. If anyone is found indulging in these businesses, the agency shall be asked to leave the campus and the agency shall be liable for termination of service for breach of this condition.
17. If the agency gives wrong information in their tender and creates circumstances for acceptance, the company reserves the right to reject such tender or rescind contract at any stage.
18. No subletting of work by the agency is permissible.
19. The agency shall not use the name of the NEIGRIHMS, Shillong in business dealing with other parties.
20. The contractor should keep the kitchen complex clean. If, at any point the Kitchen and its premises are found to be unclean, the contractor shall be held responsible and action deemed fit shall be taken by the competent authority.
21. The contractor will be required to submit the bill month wise by 10th of the subsequent month, for verification and release of payment. Payment will be released as per the terms and conditions, less deduction of Income Tax at source at prevailing rates. No Service tax is applicable for billing to educational institutions. NEIGRIHMS, Shillong which is entirely under the administrative control of Ministry of Health & Family Welfare, Government of India.
22. The contractor shall bear all the expenses for running services and shall not in any manner be liable for damage caused or incidents like theft, burn, fire, electric shock or bear any compensation for injury caused to its workmen during discharging their duty.
23. The contractor shall not be entitled to use the accommodation allotted for any other purpose other than contract services.
24. The contractor shall not use the name of the NEIGRIHMS, Shillong in business dealing with other traders.
25. The Hospital campus is a "No Smoking Zone", hence sale and use of tobacco of any form, is prohibited.

SECTION III:

Special Conditions of Contract (SCC)

1. Operational

The agency shall be responsible for procurement of all the raw materials. The raw materials procured should be of the highest quality, (FPO, AGMARK, or BIS marked should be adhered to as far as possible) for animal or human consumption. The raw materials must be stored properly to avoid contamination and infestation with pests. Sample of the food materials in the store will be checked by the hospital representative from time to time. The Food safety checklist prescribed by the Food Safety and Standards Authority of India, New Delhi (www.fssai.gov.in) as amended from time to time, should be signed and adhered to by the agency.

Vegetarian and non-vegetarian items should be segregated properly at all stages; storage, preparation, and serving. The agency will be responsible for collection, washing and cleaning of the serving trays, cutlery etc (in case of non-disposable) with safe and standard quality of cleaning material.

The agency will be responsible for safe disposal of the leftover food/vegetable peels and other waste. Waste should be disposed hygienically so that it does not pollute the environment etc. If disposables are used in any mess, they should be disposed off, as per Civic/Municipal Authorities requirement from time to time.

Only LPG (or electricity when required for certain cooking procedures) will be used for cooking. Coal or any other fossil fuel shall be used as fuel for cooking of food, heating of food etc.

2. Cleanliness

The Service provider shall keep the cooking area scrupulously clean and in a sanitary condition at all times. The Service Provider shall not damage the equipment and fittings in the cooking area provided by the Institute. In case of damage, the Service Provider shall be responsible for repair and replacement. It shall be the responsibility of the Service Provider to employ adequate number of cleaners and safaiwalas and to provide them with adequate training.

essary equipments/ chemicals for keeping the cooking area scrupulously clean. Anti rodent and measures are to be strictly followed which will be the responsibility of the Service Provider. The provider should also provide adequate cleaning equipments, tools, cloth for cleaning, brushes, bottles, wipers, moppers and detergents (soap, hand wash, liquid detergent, disinfecting solutions/phenyl/harpic/sodium hypochlorite) for thorough cleaning.

The Service provider should keep the outlet clean. If, at any point the outlet and its premises are found to be unclean, the Service provider shall be held responsible and action deemed fit shall be taken by the competent authority. All floors and counter tops are to be scrubbed regularly and non-corrosive detergent or soap, and all vertical surfaces/wall are to be dusted /cleaned regularly. The standard of cleanliness should be such that there is no visible dirt or marks at any point of time.

The Service provider selected for the supply and service of Hostel Mess, will be required to maintain a satisfactory level of cleanliness and hygienic standards with regards to the following criteria in addition to the above:

1. Pre- preparation and preparation of food should be done in hygienic methods following the standards of food safety as provided by the FSSAI Food Safety.
2. Usage of only stainless steel knives.
3. Colour coded chopping board or different chopping boards should be utilized for cereals, pulses, vegetables and fruits, meat and meat products.
4. All hospital diet and liquid feeds should be evaluated for cleanliness, hygiene, sterilization and maintenance of standard weights and measures.
5. Any cooked or raw food items should never be kept or left in the open.
6. Cleanliness checklist should be maintained on a daily basis by the supervisors. The checklist should be checked and evaluated by the authorized Personnel /Warden on a daily basis.
7. Schedule for daily, weekly, monthly and annual cleaning should be planned by the management and carried out under the supervision of the supervisors.
8. Biodegradable and non biodegradable waste should be segregated and should be disposed on a daily basis.
9. Separate buckets for cleaning and mopping should be provided. Cleaning buckets should not be used for any other purposes.
10. Separate cloth should be provided for cooking purposes and for cleaning.
11. Hands should be washed well with liquid hand wash or soap before starting work, afterwards, immediately before handling food, after handling refuse and whenever the hands become soiled. When working, no bangles or bands and rings should be worn.
12. For the welfare of kitchen personnel, first aid material such as bandages, dressing and antiseptics should be available and provided by the catering contractor in case of minor cuts and injuries.

3. Food Procurement and Storage:

1. The Service provider shall be responsible for procurement of all the raw materials. The materials procured will be of the highest quality, (FPO, AGMARK, or ISI /FSSAI marked should be considered) fresh and fit for human consumption.

2. The raw materials must be stored properly to avoid contamination and infestation with the food materials in the store will be checked by the hospital representative from the agency.

4. Manpower

The agency shall engage adequate number of well trained manpower (cooks and bearers) at his place for the proper discharge of the responsibility entrusted to him under the agreement and such persons shall be persons with enough experience. They shall be provided with uniforms, aprons, headgear by the agency at their own cost and they are to be maintained in neat and tidy condition. The manpower of the agency shall be of good character and sound health. Manpower of the agency shall be provided with an Identity Card that will be issued by agency under intimation to Chief Security Officer, NEIGRIHMS Shillong Committee. The agency at his own shall not entertain any outsider in the cooking area.

5. Security and Safety

NEIGRIHMS, Shillong shall not be held responsible for any loss or damage due to any reasons with respect to any type of inventory that maybe kept in the area store by the agency. The premises provided by the agency should only be used for the purpose as mentioned in the contract (i.e. Hostel mess for NEIGRIHMS Shillong). Under no circumstances, should the premises be used for any other purpose, than what has been mentioned in the contract. Agency will not store any hazardous and/or inflammable/ combustible goods or articles in or around the cooking area.

6. Space and Accommodation

Space will be provided by NEIGRIHMS, Shillong to the agency for a specified period of the contract. At the time of termination of the contract, the agency will have to hand over to NEIGRIHMS. On the expiry/termination of this Agreement, the said area shall be vacated peacefully by the agency and handed over to the NEIGRIHMS, Shillong in the condition they had received. In case, during the period of contract, the agency decides to terminate the contract, a notice for a period of not less than three months will be given to NEIGRIHMS administration.

7. NEIGRIHMS management shall have the right

- A. To stop the supply of or to destroy any article of food or drinks sold if found adulterated, and unfit for human consumption or of unsatisfactory quality.
- B. To stop the service rendered by the agency, if detected not of the requisite standard.
- C. NEIGRIHMS Management shall on demand be supplied with a sample of any articles of food or drinks for inspection and analysis.
- D. The agency shall allow the official of NEIGRIHMS to enter the cooking area in order to inspect and execute, any structural additions and alterations or repairs to the said cooking area and repairs to electric, water and sanitary installation, which maybe found necessary from time to time. The time and date for this purpose will be fixed with the mutual convenience of both parties.
- E. The food analysts and Public Health Authority of the Government will have the right to enter the premises and to collect the food sample as per the law. The agency will be solely responsible for any shortfall/deficiency in this regard.

8. Waiver

No failure or delay by NEIGRIHMS in enforcing any right to remedy of NEIGRIHMS in terms of obligation or liability of the contractor in terms thereof shall be deemed to be a waiver of such obligation or liability, as the case may be, by NEIGRIHMS and notwithstanding such failure or NEIGRIHMS shall be entitled at any time to enforce such right, remedy, obligation or liability, as the

9. Termination Clause:

Director NEIGRIHMS reserves the right to terminate the contract any time if;

1. Repeated unsatisfactory food quality by the agency.
2. Repeated violation of safety, hygiene and sanitation, by the agency.
3. Repeated Noncompliance to notice or suggestion by the diet committee.
4. Recommended by the diet committee in view of unsatisfactory services.

Vendor may exit the contract on giving three (3) months notice for reasons, on approval of Director NEIGRIHMS.

The party/ e-bidder/ contractor shall indemnify and shall keep the other party indemnified for all costs, claims, losses, damages, demands, liabilities, causes of action, proceedings, awards and costs incurred by or brought or made against the other party to the extent that they were caused or contributed to by any negligent act or omission of a party or its (a party's) employees, agents or contractors.

Either party shall be entitled to withdraw from the Contract after serving three-month notice in writing to the other party in this behalf.

Notwithstanding any other provision contained herein, in all cases of withdrawal from Contract or termination of Contract, the Service Provider shall have to continue the work under the contract till an alternative arrangement is made by the NEIGRIHMS. In the event of failure to observe this condition, the earnest money Deposit, as also any and all other dues, owing with the NEIGRIHMS, would stand forfeited.

10. Selection in a Tie:

In case of a tie in financial bid, service providers will be selected based on the following criteria:

- (a) Experience: Service provider with more experience will be considered.
- (b) Financial Turnover: Service provider with higher financial turnover will be considered.

11. Pricing:

1. The service provider should submit /quote rates which should include all incidentals and overhead cost to the contractor for running the services as stated in the document.
2. Escalation: No escalation will be given in first year. However, for the 2nd year and thereafter, on approval of the competent authority, the escalation in rates as per the RBI (Consumer Price Index - prepared meals/snacks/sweets) will be given. Government tax and levies will be applicable during the Contract period. Any new tax/ alternate tax which will be introduced by the government during the Contract period will be added to the rates.

will be paid by the party accountable for it. No other increase shall be considered on amount during the Contract period. If under unforeseen circumstances, the new tender is rejected, the existing Service Provider will continue to provide services till the finalization of tender. In that eventuality an escalation in the diet rate will be provided as per provision use.

12. Penalty Clause:

- If any one item in breakfast & evening tea is not supplied then 100% of the cost of meal shall be deducted from overall dues of the contractor.
- If any one item in lunch or dinner diets is not supplied then 50% of the cost of the meal shall be deducted from overall dues of the contractor
- In case of non supply of two or more items in lunch or dinner, 100% of the cost of the meal shall be deducted from overall dues of the contractor
- If the number of meals is not supplied in the stipulated time, these numbers of meals would be treated as no meals supplied and full amount of these meals would be deducted from overall dues of the contractor
- **Pest /Rodent control** inside the kitchen shall be the responsibility of the contractor at his own cost to the satisfaction of the hospital authorities, failing which pest/ rodent control shall be done by the hospital authorities at the cost & risk of the contractor.
- If any breakage take place on account of negligence or mishandling of the equipments, utensils & cutlery, the contractor shall have to bear the entire cost in respect of such breakage. Similarly any items, missing shall be recovered from the contractor in full.
- The contractor shall ensure that cooking vessels & other utensils used for preparing non-vegetarian dishes are not used for cooking & serving vegetarian food. A separate cooking arrangement and utensils etc. shall be ensured for vegetarian & non vegetarian dishes.

In case the food served by the contractor rated below "very good" by 50% of students/ employees etc. the hospital authority shall levy penalty from the contractor.

Sl. No.	Basis	Fine /Penalty
1	Presence of unwanted items in food: harmful items like blade, glass, metal wires, nails, pieces of plastic etc. other items like Cockroaches, flies, insects	Half the price of the day per head by number of students involved
2	Use of stale /spoilt ingredients e.g. rotten vegetables, infected grains, etc (fine will also be imposed if these are about to be used.)	Half the price of the day per head by number of students involved

If any students take leave for 15 days, then accordingly the only half-monthly charges will be levied on the student. If the leave is continuous without gap and spread over successive month – amount will be added in next month monthly bill. If the leave is below 15 days, in such cases student has to pay full charges. If students take continuous leave (without gap) of 15 -30 days, then pro rata basis amount will be considered. Prior intimation of all leaves (at least 1 day prior) is mandatory for calculation of monthly charges.

15 days package will be given if students /doctors are availing any leave, which will be 50% of cost of the mess. This leave should be continuous and not staggered. Students/doctors shall inform prior to such changes or leave to the e-bidder/contractor.

TENDER FORM

Di

(Complete address of the purchaser)

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer and deliver _____ (Description of goods and services) in conformity with your above reference or the sum indicated in the price bid, attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance secured amount in an acceptable form for due performance of the contract.

We agree to keep our tender valid for acceptance as required with modification, if any or for a extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the said period and this tender may be accepted any time before the expiry of the aforesaid period. We confirm that, until a formal contract is executed, this tender read with your written acceptance within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive

our above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document including amendment/ corrigendum if any

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

Hostel

(for Medical Students, Interns, Post Graduate Students, Residents Doctors, Nursing S

Breakfast	- 7:00 A.M to 9:00 A.M
Lunch	- 12:30 to 2:30 P.M
Evening tea	- 4:30 P.M to 6:00 P.M
Dinner	- 7:30 P.M to 9:00 P.M

- 1. All items should be served Hot/Warm in Commercial food Warmer with Stainless container**
- 2. All items should be served in Stainless Steel plates, with Stainless steel Spoons etc**
- 3. Tea/Coffee can be served in glass or disposable non plastic cups/ mugs**
- 4. The utensil cleaning and keeping the Mess area clean will be responsibility of vendor.**
- 5. Provision of filtered water (RO/UV etc) will be responsibility of vendor**
- 6. For Intern/ Resident Doctors if any Doctor is on duty their meal should be kept in a plate covered with aluminum foil (Prior notification by doctor to authority person from agency is mandatory - before the time of particular food is over, lunch, snack, dinner)**

(A) General Structure of the MBBS /Interns/ Nursing Hostel Mess Menu:

	Fixed item	Variable
Breakfast: 7:00 -9:00 AM		
	2 toast bread slices with butter or jam (packed sachet – minimum 10 gm)	Any One of the following – Veg –Stuff Paratha(vegetable or alu) or upma or poha or Veg Sauce or Chatni or Idly (Plain. Rava) or Medu sa (Plain/Rava) with Sambhar Poori -Aalusubzi or or Pav-bhaji, CholeBature
		Sauce/Ketchup – Tomato plain ix Chatni – Dhania, Coconut, Pe

	1 Banana	
	1 Boiled Egg or 1 Egg Omlet	
	Tea/coffee - 150 ml	
Lunch: 12:30 -2:30 PM	Rice (unlimited),	
	Chapati/Roti or plain-paratha or poori (unlimited),	
	Dal or Sambhar (unlimited) (3 days Moong, 2 days Toor dal, 2 days masoor or Arhar)	
	Curry vegetable or rajma or chhole (unlimited),	
	Vegetable - Dry or fried (should be different from Curry item) (unlimited)	
	Curd 50 gm (packed Sweet or Sour)	Payment basis optional
	Pickle	
Snacks: 4:30 -6:00 PM	Tea/coffee - 150 ml	Any One of the following - 2 stuffed Samosa or 2 stuffed Aalu-bonda or 2 chana-wadai or 2 Veg cutlet or 1 Wadai French Toast or 2 Veg puff or 2 Veg Sandwich with Sauce or Chatni or 1 Bowl noodles Or 1 Bowl Curry
		Sauce/Ketchup - Tomato plain Chatni - Dhania, Coconut, Pe
Dinner: 7:30 -9:00 PM	Rice (unlimited),	Non Veg (100gm)
	Chapati/Roti or plain-paratha or poori (unlimited),	2 days Chicken 2 days Fish

	Dal or Sambhar (unlimited) (3 days Moong, 2 days Toor dal, 2 days masoor or Arhar)	Veg (Paneer 75 gm) or Veg K (100gm)
	Curry vegetable or rajma or chhole (unlimited),	Variation in dish like curry, M dry fry, korma, butter, masal on veg Biryani/ Pulav should h respect to veg & non veg it
	Vegetable - Dry or fried (should be different from Curry item) (unlimited) 3 days Rest 4 days Veg or Non veg as per next column	Rest of the days non veg – pass
	Curd 50 gm (packed Sweet or Sour)	Payment basis optional
	Pickle	
	1 sweet item 30 gm 3 times per week (Rassgulla, Gulabjamun, Pedha, Boondi Laddo, Mithai, Rasmalai, Fruit salad with cream etc.)	
<ul style="list-style-type: none"> • All items should be served Hot/Warm in Commercial food Warmer with Stainless steel • All items should be served in Stainless Steel plates, with Stainless steel Spoons, forks • Tea/Coffee can be served in glass or disposable non plastic cups/ mugs • The utensil cleaning and keeping the Mess area clean will be responsibility of the vendor • Provision of filtered water (RO/UV etc) will be responsibility of vendor. • For interns if any Intern is on duty their meal should be kept separately in a plate covered with aluminum foil (Prior notification by intern to authorized contact person from agency is required before the time of particular food is over (Breakfast, lunch, snack, dinner) • Break -up cost of all the menus including Breakfast, Lunch, Snacks, Dinner are to be included in the bidder, in the financial pdf. format 		

(B) General Structure of the PG/ Resident Doctors Hostel Mess Menu:

	Fixed item	Variable
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Breakfast: 7:00 –9:00 AM		
	2 toast bread slices with butter or jam (packed sachet – minimum 10 gm)	Any One of the following – Veg –StuffedParatha(vegetable, Aalu) or upma or pohaet with Sauce or Chatni or Idly (Plain. Rava) or MeeDosa (Plain/Rava) with Saratni Poori-Aalusubzi or or Pav-bhaji, CholeBhatuare
		Sauce/Ketchup – Tomato pick Chatni – Dhania, Coconut,
	1 Banana	
	1 Boiled Egg or 1 Egg Omlet	
	Tea/coffee – 150 ml	
Lunch: 12:30 –2:30 PM	Rice (unlimited),	
	Chapati/Roti or plain-paratha or poori (unlimited),	
	Dal or Sambhar (unlimited) (3 days Moong, 2 days Toor dal, 2 days masoor or Arhar)	
	Curry vegetable or rajma or chole (unlimited),	
	Vegetable (should be different from Curry item) (Dry or fried) (unlimited)	
	Curd 50 gm(Packed Sweet or Sour)	Payment basis optional
	Salad (mixed with Onion/Tomato /Cucumber/Carrot) unlimited	

	Pickle	
	1 Papad	
Snacks: 4:30 – 6:00 PM	Tea/coffee – 150 ml	Any One of the following – 2 stuffed Samosa or 2 stuffed or 2 Aalu-bonda or 2 chana pakoda or 2 Veg cutlet or : or 2 French Toast or 2 Veg pring roll or 2 veg Sandwich with Sauce or Chatni or 1 Bowl noodles Or 1 Bow
		Sauce/Ketchup – Tomato p mix Chatni – Dhania, Coconut,
Dinner: 7:30 – 9:00 PM	Rice (unlimited),	Non Veg (100gm)
	Chapati /Roti or plain-paratha or poori (unlimited),	3 days Chicken (2 pieces) 3 days Fish (2 pieces) 1 day egg - curry/chatni/Bt
	Dal or Sambhar (unlimited) (3 days Moong, 2 days Toor dal, 2 days masoor or Arhar)	Veg (Paneer 75 gm) or Veg ece (100gm)
	Curry vegetable or rajma or chol e (unlimited),	Variation in dish like curry n, dry fry, korma, butter, r a , Veg or Non veg Biryani, ld be done with respect to veg item
	Veg or Non veg as per next colu mn	
	Curd 50 gm (packed Sweet or S our)	Payment basis optional
	Salad (mixed with Onion/Tomato /Cucumber/Carrot) unlimited	
	Pickle	
	1 Papad	

1 sweet item 30 gm Daily (Rassg ulla, Gulabjamun, Pedha, Boondi Laddo, Mithai, Rasmalai, Fruit salad with cream etc.)

- All items should be served Hot/Warm in Commercial food Warmer with Stainless steel
- All items should be served in Stainless Steel plates, with Stainless steel Spoons, forks
- Tea/Coffee can be served in glass or disposable non plastic cups/ mugs
- The utensil cleaning and keeping the Mess area clean will be responsibility of the vendor
- Provision of filtered water (RO/UV etc) will be responsibility of vendor.
- For resident doctors if any doctor is on duty their meal should be kept separately in a container covered with aluminum foil (Prior notification by doctor to authorized contact person from the organization is mandatory - before the time of particular food is over (Breakfast, lunch, snack, dinner)
- Break -up cost of all the menus including Breakfast, Lunch, Snacks, Dinner are to be included in the bidder, in the financial pdf. format

5. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload a copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to the 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 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 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 in it 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](#) 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 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 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.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this raise their representation against the same by using the Representation window provided in the bid details field in Seller's 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 including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Bonus Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per the Contract.

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

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 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. जेम की सामान्य शर्तों 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 के 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 अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---