

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-05-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-05-2025 14:30:00
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 Education
Department Name/विभाग का नाम	Department Of Higher Education
Organisation Name/संगठन का नाम	Indian Institutes Of Science Education And Research (iiser)
Office Name/कार्यालय का नाम	Pune 411008
क्रेता ईमेल/Buyer Email	buycon3.iiser.pune@gembuyer.in
Item Category/मद केटेगरी	Canteen Service - Best Price on Fixed Menu Rate Model - Vegetarian, Non-Vegetarian, Veganism; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive for employees/ patients/ in house personnel)
Contract Period/अनुबंध अवधि	5 Year(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	59 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 Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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

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	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	99120000
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	State Bank of India
EMD Amount/ईएमडी राशि	1982400

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	62

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित 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 सेवा प्रदाता ईएमडी 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 राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Director

Indian Institute of Science Education and Research Pune Dr. Homi Bhabha Road, Pashan Pune 411008 Tele -020

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	No
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Details of the Competent Authority for MSE

Name of Competent Authority	Prof.Sunil Bhagwat
Designation of Competent Authority	Director
Office / Department / Division of Competent Authority	IISER Pune
CA Approval Number	IISER/PUR/1879/24
Competent Authority Approval Date	09-04-2025
Brief Description of the Approval Granted by Competent Authority	<ul style="list-style-type: none">• The OM's issued by the Ministry of Finance, Department of Expenditure, provide that while relaxation of prior experience/turnover is generally recommended for Startups, there are exceptions. • Specifically, the OM No. F.20/2/2014-PPD(Pt.) dated 20th September, 2016, clarifies that procuring entities may choose not to relax these criteria "wherever adequate justification exists" such as in the "procurement of items related to public safety, health, critical security operations and equipments, etc.". • Catering and allied services directly impact the health and well-being of the IISER Pune community. Ensuring the highest standards of hygiene, food safety, and service reliability is paramount. Prior experience and a proven track record in providing such services are crucial to mitigate potential risks to health.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

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. 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.

4. 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.

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

Detailed Breakup of Price bid - [1743499759.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Annual Turnover and Profit Requirement:As per bid document

Number (up to 100%) of service provided in the past year to government agencies with minimum footfall.:As per bid document

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 bid document

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

Geographic Presence In States:Pan India

Distribution/ Serving Style:[1743499798.pdf](#)

Specifications of Food Consumables (Brand, specific mandi, supplier store, Vegetables, Cooking Essentials, Packaged foods, food ingredients, etc):[1743499867.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
29-04-2025 15:00:00	Pre-bid meeting will be held at Purchase Section IISER Pune via video conferencing. All prospective bidders are requested to kindly submit their queries and request for video conferencing credentials on email ID purchase@iiserpune.ac.in at least 2 days before for the aforesaid pre-bid meeting. Tel No: 020 2590 8263/8246/8017

Canteen Service - Best Price On Fixed Menu Rate Model - Vegetarian, Non-Vegetarian, Veganism; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive For Employees/ Patients/ In House Personnel) (400)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Values
Cooking Gas Charges	To be provided by Service Provider
Water Charges	To be provided by Buyer
Basic Furniture	To be provided by Buyer
Canteen's Operational Days in a week	7 days a week
Cooking Equipments	To be provided by Buyer
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
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Canteen Start Time	7:30 AM
Canteen End Time	10:00 PM

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	Additional Requirement/अतिरिक्त आवश्यकता
1	John Albert K	411008, Indian Institute of Science Education and Research, Pune (IISER) Dr.Homi Bhabha Road , Pashan, Pune Email: purchase@iiserpune.ac.in For Delivery Status: 020 2590 8169 For Payment Status: 020 2590 8180/8452	400	<ul style="list-style-type: none"> Total Canteen Space (In Sqft) : 18503 Monthly License Fee : 0 Duration in Months : 60 Working Days in a Month : 30

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

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. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Director Indian Institute of Science Education and Research Pune
payable at
Pune

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Director Indian Institute of Science Education and Research Pune
. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

4. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Director Indian Institute of Science Education and Research Pune
Account No.
30042605732
IFSC Code
SBIN0003552
Bank Name
STATE BANK OF INDIA
Branch address
NCL Campus Branch, Pune 411008

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

5. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

6. Generic

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

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

MANDATORY ELIGIBILITY AND EVALUATION CRITERIA

- 1) The contracting agency/firm/company should have all statutory registrations/licenses/permits required as stated in the Bid document for providing **catering and allied services failing which the bid will be summarily rejected without any further correspondence.**
- 2) The contracting agency/firm/company should have a minimum 3 years of experience towards annualized catering contracts for at least **500 (lunch or dinner or combined)** on a daily basis at any of IISERs / NITs / IITs / IIMs / IIITs / IISc or equivalent Institutes/Universities (State/Central Govt.)

The bidder should have successfully executed/ currently serving:

Single/ multiple annualized (or a period multiple thereof) catering contracts with single or multiple organizations covering a minimum continuous period (without a single day gap) from 01.04.2022 unto 31.03.2025 (both days inclusive).

Client certificate(s) should be submitted in the format as prescribed in **(Annexure-B)**, covering this stipulated experience period of three years.

- 3) The contracting agency/firm/company should submit, tender terms and conditions 'Acceptance certificate' in the format as prescribed in **(Annexure-C)**
- 4) The contracting agency/firm/company's turnover in catering services alone should be a minimum of INR 59.00 Lakhs. per annum or above for each of the last three financial years i.e. 2021-22 2022-2023 & 2023-2024. Annual turnover certificate duly certified from Chartered Accountant should be submitted in the format as prescribed in **(Annexure-D)**
- 5) Bidders should provide details regarding past performance, experience, etc. highlighting their qualification to supply relevant items & services as specified in this Bid Document. **Only relevant documents** to be attached. Bidder should submit the Previous Order Information Sheet in the format as prescribed in **(Annexure-E)**
- 6) The Technical Committee will examine all the Technical aspects of the bids received . Further, the Technical Committee may call for Technical presentations from the bidders, if it is required so giving a notice of 7 days in advance, communicating the date and time of the presentation. All such presentations are to be made before the Technical Committee at IISER Pune, in person; by an authorized representative of the bidder. No request for change in date, time and venue shall be entertained. **In case the bidder fails to do so, the bid will be declared as "Technically Disqualified".**
- 7) In case of award of contract, the contractor shall obtain separate site-specific registrations / licenses / permits required such as FSSAI certificate, Labour Registration License etc. within 60 days from the date of award of contract failing which the contract shall be terminated.
- 8) Team of Institute designated officials may visit the site of the bidders for the Technical Evaluation where qualifying nature of services are offered to receive on the spot information / [feedback](#) regarding the quality of services provided, etc.
- 9) The tender is not transferable under any circumstances . No part of the contract, nor any share or interest therein, shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or whosoever. The successful agency / firm / company has to run the contract directly with its own employees.

It may be noted that the above prequalification criteria of prior experience will NOT be relaxed for MSME or registered start-ups etc.

8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

9. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

10. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

11. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Director Indian Institute of Science Education and Research Pune
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

12. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Director Indian Institute of Science Education and Research Pune
payable at
Pune

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

13. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Director Indian Institute of Science Education and Research Pune
Account No.
30042605732
IFSC Code
SBIN0003552
Bank Name
STATE BANK OF INDIA
Branch address
NCL Campus Branch, Pune 411008

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

14. **Buyer Added Bid Specific SLA**

Text Clause(s)

SPECIFIC TERMS AND CONDITIONS OF THE TENDER

1) The existing student strength is approximately 1800+, including undergraduates, research students and approximate 400 faculties and staff members. The Institute **does not guarantee a minimum number of diners and volume of business at any point in time.**

The number of diners may **go down drastically during the term break, summer break, holidays**, and outside project assignments of the students. The undergraduate students

have their **academic break in the months of May, June, July and December (may vary a little as per the schedule).**

- 2) IISER Pune retains the sole discretion to operate multiple canteens concurrently within its campus. The selected contractor is therefore encouraged to provide Affordable Options, maintain food quality, taste and hygiene to attract and retain diners.
- 3) **The successful bidder of this tender, during the concurrency of the contract shall not be allowed to participate in the subsequent tenders for Providing Catering & Allied Services on contractual basis at IISER Pune.**
- 4) The contract shall be given to a successful agency/firm/company for a maximum of 05 years. However, the Institute shall at any time be entitled to determine and terminate the contract for any reason, including unsatisfactory performance. A notice in writing from the institute to the contractor shall be issued, giving 30 (Thirty) days' time for such termination and vacation of the premises, without assigning any reasons. Under exceptional circumstances, this 30 (Thirty) days period may be appropriately reduced (or) waived off.
- 5) The successful Agency / Firm / Company will have to deposit a 5% performance security deposit of the contract value in the form of a Performance Bank Guarantee (PBG) of any Nationalized Bank / Scheduled Bank in favour of Director, IISER Pune. This PBG shall cover the entire period of the contract and shall remain valid for a period of 60 days beyond the period of the contract.
- 6) **Prices:** The prices shall be fixed for the regular meals as quoted and awarded in the Financial Bid as per the menu structure in **"Annexure F"**. The agency/firm/company must offer the meals in the given quantity at the approved prices, prepared with the given list of brands as specified in the bid document. The prices mentioned shall remain fixed for one year from the date of award of the contract. The rates stated are inclusive of GST.

Additional meal serving options shall be implemented based on mutually agreed rates by the Dining Committee and the Contractor with approval from the competent authority of the Institute.

The revision in the price after every one year shall be maximum 5% based on the price day before implementation of revision subject to prior approval of the Competent Authority. Revision shall be implemented from the 1st day of the calendar month.

- 7) Further, the contracting agency/firm/company shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency. The contracting agency/firm/company shall need to provide the services continuously as per the award of the contract. In case of discontinuation of services by the contractor in the middle of the period or non-satisfactory services, breach of any terms and conditions of the contract, non-compliance of the orders of competent authority

hority, etc. the contractor shall be liable for termination of the contract and/or necessary legal action. The contracting agency/firm/company shall also be liable for forfeiture of their performance security deposit in such a case.

- 8) The contracting agency/firm/company shall get suitable directions from the Designated Officials / Dining Committee of IISER Pune and promptly provide the services as required.
- 9) The contracting agency/firm/company shall abide by the rules and regulations of IISER Pune and Govt. of India particularly applicable to the said business
- 10) The contracting agency/firm/company and the user shall make every effort to resolve any dispute or disagreement amicably by direct negotiations.

However, in case of any unresolved issues/disagreements/disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction at Pune. The resultant contract will be interpreted under Indian Laws

- 11) The staff deployed by the contractor shall be medically fit and free from any communicable disease at all times. Medically unfit employees should not be allowed to work. Periodic (once in six months) medical checkup of all employees should be carried out by the contractor. The certificates shall be verified by the Institute Medical Officer.
- 12) The contractor shall submit to the Designated Official a list of workers, with complete details including local/permanent addresses, contact details, and their photographs etc. who may be allowed to work in the dining area. Workers credentials shall be verified by the Contractor before their deployment on the Institute site. **Police Verification certificate of the Contractor is to be submitted before commencement of the agreement.**
- 13) If and whenever any of the contractor's employees shall, in the opinion of the Institute, be guilty of any misconduct or be incompetent or negligent in the performance of their duties or that in the opinion of the Institute, it is undesirable for administrative or any other reason for such person or persons to be employed in the work, the contractor if, so directed by the Competent Authority, shall remove such person/persons from Institute site within a reasonable time (not more than 10 calendar days). Any person or persons so removed from work shall not again be employed in connection with the work without the written permission of the Competent Authority.
- 14) The successful Agency / Firm / Company shall provide two sets of uniforms and shoes to the staff deployed at IISER Pune and replace it as and when required.
- 15) IISER Pune shall not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by the contractor in the course of their performing the functions/ duties or for payment towards any compensation. The contractor has to cover them under a suitable Insurance policy or as required under the applicable laws / Acts.
- 16) The workers deployed by the contractor shall not claim nor shall be entitled to pay,

perks and other facilities from IISER Pune admissible to casual, ad-hoc, regular/ confirmed employees during or after the expiry of the contract period.

- 17) In case of termination of the contract on its expiry or otherwise, the workers engaged by the contractor shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in IISER PUNE and they shall be removed by the contractor from the Institute site.
- 18) The contractor shall be responsible for compliance of all statutory provisions relating to the business carried out at the Institute site including Minimum Wages Act and compliances under ESIC and PF etc. in respect of the workers engaged by it at IISER PUNE.
- 19) The contractor shall also be liable for depositing all taxes, levies, cess, etc on account of services rendered by it to IISER PUNE to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 20) The Income Tax (T.D.S.) shall be deducted at the prevailing rate from any bills towards services offered directly to the Institute, as amended from time to time in accordance with the provisions of Income Tax Act, and a certificate to this effect shall be provided to the agency by IISER PUNE.
- 21) In case, the contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof, IISER PUNE is put to any loss/obligation, monetary or otherwise, IISER PUNE shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Bank Guarantee of the agency, to the extent of the loss or obligation in monetary terms. The excess amount if any shall be then further recovered from the contractor.
- 22) Any damages to the infrastructure facilities/ Property of the Institute caused by the personnel of the agency/ firm/ company; contractor shall bear the responsibility of losses and shall replace the same on its own expenses / reimburse the full cost of the same.
- 23) If the designated key employee of the Contractor wants to proceed on leave, they shall inform well in advance to the Section Officer of Dining Services at IISER PUNE, and immediate alternative proper arrangements shall be made by the Contractor.
- 24) Minimal accommodation (unfurnished) on campus for the contractor's staff shall be provided by the Institute.
- 25) In case of multiple L1 bidders against this bid, the Institute will use the 'Run L1 selection', which is GeM portal feature wherein the system randomly identifies an L1 seller. It works on pseudorandom number generator algorithms, which is the system generated.

nerator based on linear congruential algorithm

26) Periodic pest control services shall be provided by the Institute for the kitchen and dining areas.

27) The designated Dining Committee of the Institute will supervise the catering operations including but not limited to surprise visits/checks. The Student members of the Committee shall decide on the weekly menu in coordination with the contractor's representative well in advance and communicate the same to the Contractor.

28) The Director, IISER PUNE, reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome any problem encountered by the contracting parties.

Disclaimer/अस्वीकरण

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.

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 [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it 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 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./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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---