

Bid Corrigendum

GEM/2025/B/6532399-C2

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. 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. 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. 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 The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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. 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. 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 The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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.
6. 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.

7. 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](#)
8. Buyer uploaded ATC document [Click here to view the file](#).
9. 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 50.00 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.

10. 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, 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 L1 (lowest) bidder will be determined based on the total consolidated price quoted for all three meals (Breakfast, Lunch, and Dinner) combined. Bids will not be evaluated on an individual meal basis.

9) The quoted price for Lunch and Dinner must be equal. Financial Bids that contain different prices for the Lunch and Dinner servings will be considered non-compliant and will be rejected.

10) 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.

11) Technical bids must not include any pricing information. Any bid that contains pricing details in the technical submission will be rejected.

12) 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.

13) 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.

14) 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.

15) 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.**

16) 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.

17) 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.

18) 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.

19) 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.

20) 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.

21) 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.

22) 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.

23) 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.

24) 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.

25) 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.

26) 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.

27) Minimal accommodation (unfurnished) on campus for the contractor's staff shall be provided by the Institute.

28) 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 generator based on linear congruential algorithm.

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

30) 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.

31) Integrity clause: If integrity pact not properly pledged and signed and if any fact concealed, the tender will become liable for rejection.

32) 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.

33) The Director IISER PUNE reserves the right to cancel the tender or reject or any part of tender without assigning any reason and shall also not be bound to accept the lowest tender. IISER PUNE would not be under any obligation to give any clarifications to the agencies whose bids are rejected.

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.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)