



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5559060
Dated/दिनांक : 14-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-12-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-12-2024 11:30:00
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 Labour And Employment
Department Name/विभाग का नाम	Employees State Insurance Corporation
Organisation Name/संगठन का नाम	Employees State Insurance Corporation
Office Name/कार्यालय का नाम	Esic Hospital Tirunelveli
Item Category/मद केटेगरी	Healthcare Kitchen and Dietary Service - ALL WARD; AS PRESCRIBED; AS PRESCRIBED; AS PRESCRIBED
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	12 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),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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?/	No
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	3600000
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	108000

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).	14

(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 :

Payable at Tirunelveli
ESIC HOSPITAL, VANNARPETTAI, TIRUNELVELI

(Esic Fund Account No 1)

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. 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.
5. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Menu and Specifications for Different Diets and Feeds:[1731299140.pdf](#)

Payment terms:[1731299150.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
20-11-2024 11:00:00	ESIC Hospital Vannarpettai Tirunelveli

Healthcare Kitchen And Dietary Service - ALL WARD; AS PRESCRIBED; AS PRESCRIBED; AS PRESCRIBED (50)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Ward	ALL WARD
Type of Food	AS PRESCRIBED
Diets & Feeds	AS PRESCRIBED
Meal Inclusions per diet per day	AS PRESCRIBED
Electricity charges	To be paid by Service Provider
Cooking gas charges	To be paid by Service Provider
Water charges	To be paid by Service Provider
Cooking equipment	To be provided by Service Provider
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Buyer to specify if service provider will be required to pay monthly rent for space provided by buyer. If applicable, buyer may indicate the rent	SPACE WONT BE PROVIDED BY BUYER

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Estimated number of patients per day	Additional Requirement/अतिरिक्त आवश्यकता
1	M.Pitchaivel	627003,ESIC HOSPITAL, SALAI STREET , VANNARAPETTAI, TIRUNELVELI	50	N/A

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

GeM Tender Notice

Supply of In-patient Diet to ESIC Hospital, Tirunelveli **INSTRUCTION TO BIDDERS**

1. Eligibility Criteria :

- a. The bidder should have a working experience of at least three years in this field.
- b. The bidder should have office, cooking place and supply facility within Tirunelveli limits documentary evidence for the same has to be uploaded with the bid.
- c. The contractor shall possess requisite statutory licence for carrying out the business and shall be responsible for complying with all existing laws pertaining to the services offered as well as to those pertaining to engagement of persons under him. Compliance against the same will be the sole responsibility of the Contractor.
- d. Attested copies of trade licence, wherever applicable, should be submitted separately for all the experience claimed by the bidder. The latest trade licence must be currently valid (for the current year or financial year)
- e. The capability of the contractor for supplying the In-patient diet shall be verified by the Technical Evaluation Committee nominated by the Medical Superintendent and only such a successful bidder's financial bid will be opened.
- f. The bidder has to submit the undertaking available in this document.
- g. The bidder has to submit the Integrity Pact available in this document.
- h. The bidder has to submit the Financial bid available with the bid.

2. Earnest Money Deposit (EMD) :

- a. EMD @ 3% of the value of the contract to be deposited in the form of Demand Draft drawn in favour of "**ESIC Fund Account No.1, payable at Tirunelveli**". The scanned copy of the same to be uploaded with the bid.
- b. A bid received without Earnest Money Deposit (EMD) shall be rejected at the initial stage of bid opening.
- c. The Earnest Money Deposit (EMD) shall be refunded to the unsuccessful bidders after finalization of the contract.
- d. The EMD shall be refunded to the successful Tenderer on receipt of security deposit.
- e. No interest is payable on the EMD.

3. Performance Security:

- i. The successful bidder shall have to submit a performance security of 5% of approximate annual procurement value) in the form of a demand draft for the due compliance & fulfillment of the terms and condition of the contract within 15 days from the award of contract.
- ii. Demand Draft should be drawn in favour of **ESIC FUND A/c. No.1** payable at Tirunelveli.
- iii. The performance security shall be valid for the duration of the contract period 1 year plus 2 months totally 14 months. In case of extension of the contract on mutual agreement the performance security must be extended.
- iv. On due performance and successful completion of the contract obligations as well as satisfactory performance report from user, the performance security shall be returned without any interest.
- v. On unsatisfactory performance or violation of terms and conditions of the contract, will make the contractor liable for forfeiture of Performance security. The decision of competent authority will be final in this count.
- vi. If the successful bidder fails in fulfilling terms & conditions of the tender, it is treated as breach of contract and the Medical Superintendent shall be entitled to make other arrangement at the risk and expense of the supplier. On due performance and completion of the contract in all respects, the security deposit will be refunded to the supplier without any interest, on presentation of satisfactory performance report from the user unit. **Performance Security will be forfeited in case of unsatisfactory performance report.**

- #### **4. Pre-Bid Meeting:** With the prospective bidders shall be held at ESIC Hospital, Tirunelveli as per the schedule date and time mentioned in the document. All the prospective bidders are requested to send comments/ representations on or before pre-bid meeting.

- #### **5.** All the Technical Bids will be scrutinized and relevant documents will be checked for their authentication.

- ticity.
6. Technical Evaluation Committee would inspect the place of preparation of food at the time of evaluation of technical bid.
 7. Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the lowest price in the financial bid shall be awarded the contract. If more than one bidder quotes the lowest rate, as per guidelines in GeM portal, the buyer shall have two options for placement of contract.
 - a) Placement of Algorithm runs by GeM system (or)
 - b) Placement of contract on anyone of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.
 8. A formal contract shall be entered into with the successful tenderer.
 9. The contractor shall bear the stamp duty on the original of the agreement, which shall be executed in duplicate, and the Hospital shall retain the original and the Contractor shall retain the duplicate.
 10. The price quoted should be valid for the one year/Entire period of contract.
 11. The contract should not be Sublette.
 12. Tender incomplete in any form will be rejected outright and Conditional Tenders will be rejected.
 13. The Medical Superintendent, ESIC reserves the right to withdraw/ relax any of the terms and conditions mentioned above. In such a situation, the tenderer shall be given sufficient time to take the changes into account.
 14. The Medical Superintendent, ESIC reserves the right to reject/ Cancel all or any tender without as signing any reason thereof.
 15. **Additional Documents to be uploaded :**
 - a. EMD
 - b. The bidder must furnish diet-wise rate and the same is to be uploaded in the Financial Bid . The rate thus quoted is fixed for the contract period.
 - c. Undertaking as per prescribed Proforma.
 - d. Integrity Pact as per prescribed Proforma.

TERMS AND CONDITIONS OF CONTRACT

1. The **contract period is initially for one year and may be extended further for a period of one year**, on the same terms and conditions of the contract, subject to satisfactory performance on mutual agreement.
2. The contractor has to supply diet to around 100 patients daily at this hospital.
3. The contractor should work to the satisfaction of the Hospital authorities. For this purpose, the Officers authorized by the Medical Superintendent reserves the right to examine the quality, quantity and hygiene.
4. Cleanliness should be maintained. The contractor is responsible for strict observance of all Central Labour Laws and all other Laws pertaining to his employees including statutory laws pertaining to eating establishments.
5. In case any damage is caused to the Hospital property, the amount assessed will be recovered from the Security Deposit of the contractor. In all such cases, the decision of the Medical Superintendent will be final and binding on the part of the contractor.
6. Preparation of food should be at the contractor's place.
7. The cooking place will be inspected at any time during the period of contract. The contractor should oblige for the same.
8. Preparing, forwarding, transportation, transit insurance, etc., and additional fees, if any, shall be borne by the contractor.
9. The supply of food as per the quality and quantity approved by the Medical Superintendent and within the time schedule prescribed is the sole responsibility of the contractor, failing which actions shall be taken as per the tender besides blacklisting the contractor.
10. The contractor shall maintain utmost hygiene standards with regards to the food items, utensils for cooking as well as serving and personnel cooking and serving food to the satisfaction of the purchaser and as mandated in the relevant Law (Food & Adulteration Act). Quality of all food items must be excellent in all cases. No spent cooking oil must be used again. Further oil should not be reused again.
11. The food items supplied shall be contamination-free, and fresh. No left-over or balance food items shall be served.
12. The contractor has to replace the items not satisfied by the Medical Superintendent, at his own cost.
13. The contractor shall employ experienced and healthy persons. No unhealthy workers shall be allowed to prepare or serve food.
14. Serving food is the responsibility of the contractor.

- 15.The workers employed by the contractor shall wear clean dress.
- 16.The personnel so appointed should have the basic knowledge of personal hygiene and safe & clean methods of food handling, of good character and decent behavior. They should be provided with appropriate ID cards by the Contractor.
- 17.No child labour shall be deployed.
- 18.The contractor shall be responsible for removal/disposal of garbage generated in the supply.
- 19.The Contractor will be responsible for such conduct of the persons engaged by him in the Hospital, which will be conducive for maintaining the harmonious atmosphere in the Hospital and will be responsible for any act of commission & omission of such persons.
- 20.The contractor will be responsible for complying with all statutory rules from time to time and will be liable for any consequences resulting from violation of any such rule / provision.
- 21.The contractor should use AGMARK/F.P.O. or such standard quality food articles approved by relevant regulatory authorities.
- 22.**Penalty Clause :**
- a. The Medical Superintendent of the ESIC Hospital, Tirunelveli reserves right to impose penalties to the extent of termination of contract without assigning any reasons thereof and forfeit, Security Deposit if Contractor fails to maintain good quality and quantity based on the gravity of complaint
 - b. An Officer authorized by the Medical Superintendent can check the quality of food and hygienic condition as per the govt., norms and a fine of Rs.2,000/- would be charged for every occasion of non-compliance. ESIC Hospital reserves the right to send the food samples served to relevant testing laboratories and take appropriate action on the contractor, if required.
 - c. If there is non-supply of food, late supply, less quantity supply and violation of any condition of this tender, fine of Rs.2000/- would be charged for every occasion of non-compliance besides terminating the contract.
 - d. Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, a fine of Rs.2000/- for each occasion will be imposed.
 - e. If poor quality of rice is used for preparation of food items, a penalty of Rs.2000/- for each occasion will be imposed.
 - f. Oil once used should not be reused. If reuse of oil is noticed, penalty of Rs.2000/- for each occasion would be levied.
- 23.For any dispute regarding quality / service and rates, the decision of the Medical Superintendent shall be final and binding to the Contractor.
- 24.The Medical Superintendent shall have the right to terminate the agreement with the Contractor by giving one month notice without assigning any reason. Refund of the unutilized portion of Security Deposit paid by the contractor will be at the discretion of the Medical Superintendent.
- 25.Security Deposit of the Contractor will be forfeited in case of breach of any condition stipulated herein.
- 26.All disputes relating to this tender can be legally resolved through courts in Tirunelveli only.
- 27.The Medical Superintendent, ESIC Hospital, Tirunelveli is the Competent Authority to renew Contract or to terminate contract.

28.Force Majeure Clause :

- a. The supplier shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b. For purpose of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to war, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c. If a Force Majeure situation arises, the supplier shall promptly notify the Medical Superintendent, ESIC Hospital, Tirunelveli in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

SCOPE OF WORK

1. The contractor has to supply diet to around 100 patients daily at this hospital. The estimated number of patients is mentioned in the bid as 50 for calculative purposes in the financial bid only as the exclusive list of diet needs to be included in the price list.
2. To supply food items in the below mentioned units as per the quantity indented by the hospital authorities with respect to various in-patient diet plans :

In-patient Diet Menu with Schedule		
Time	Diet	Quantity
1. Normal Diet		
07.10 A.M	Idly (each 100 g) OR	3 nos.
	Idiappam (each 75 g)	3 nos.
	Sambar (150 ml)	1 no.
	Chutney (50 ml)	1 no.
	Coffee with sugar (200 ml)	1 no.
09.30 A.M	Banana	1 no.
12.00 P.M	Good quality rice (450 g)	1 no.
	Sambar (150 ml)	1 no.
	Rasam (150 ml)	1 no.
	Veg poriyal (100 g)	1 no.
	Green poriyal (100 g)	1 no.
	Buttermilk (100 ml)	1 no.
	Egg	1 no.
03.00 P.M	Sundal (75 g)	1 no.
	Coffee with sugar (200 ml)	1 no.
06.30 P.M	Idly (each 100 g) OR	3 nos.
	Idiappam (each 75 g) OR	3 nos.
	Pongal (300 g)	1 no.
	Sambar or Chutney (150 ml)	1 no.
	Milk with sugar (200 ml)	1 no.
2. High Protein Diet		
	Idly (each 100 g) OR	3 nos.

07.10 A.M	Idiappam (each 75 g)	3 nos.
	Sambar (150 ml)	1 no.
	Chutney (50 ml)	1 no.
	Coffee with sugar (200 ml)	1 no.
09.30 A.M	Orange (100 g)	1 no.
	Milk with sugar (375 ml)	1 no.
12.00 P.M	Good quality rice (450 g)	1 no.
	Sambar (150 ml)	1 no.
	Rasam (150 ml)	1 no.
	Veg poriyal (100 g)	1 no.
	Green poriyal (100 g)	1 no.
	Curd (100 ml)	1 no.
	Egg	2 no.
03.00 P.M	Sundal (150 g)	1 no.
	Coffee with sugar (200 ml)	1 no.
06.30 P.M	Idly (each 100 g) OR	3 nos.
	Idiappam (each 75 g) OR	3 nos.
	Pongal (300 g)	1 no.
	Sambar or Chutney (150 ml)	1 no.
	Milk with sugar (375 ml)	1 no.
3. Diabetic Diet		
07.10 A.M	Idly (each 100 g) OR	3 nos.
	Idiappam (each 75 g)	3 nos.
	Sambar (150 ml)	1 no.

	Chutney (50 ml)	1 no.
	Milk without sugar (200 ml)	1 no.
09.30 A.M	Veg Soup (200 ml)	1 no.
12.00 P.M	Good quality rice (450 g)	1 no.
	Sambar (150 ml)	1 no.
	Rasam (150 ml)	1 no.
	Veg poriyal (100 g)	1 no.
	Green poriyal (100 g)	1 no.
	Buttermilk (100 ml)	1 no.
	Egg	1 no.
03.00 P.M	Sundal (75 g)	1 no.
06.30 P.M	Wheat Chapathi (each 75 g) OR	2 nos.
	Wheat Upma (300 g)	1 no.
	Dhal (150 ml)	1 no.
	Milk without sugar (200 ml)	1 no.
4. Paediatric Diet (6 months to 1yr)		
07.10A.M	NIL	
09.30 A.M	Milk with Sugar (375 ml)	1 no.
12.00 P.M	NIL	
03.00 P.M	NIL	
06.00 P.M	Milk with Sugar (375 ml)	1 no.
5. Paediatric Diet (1yr to 12 yrs)		
07.10A.M	Idly (each 100 g) OR	2 nos.
	Idiappam (each 75 g)	2 nos.
	Sambar (100 ml)	1 no.

	Chutney (50 ml)	1 no.
09.30 A.M	Banana	1 no.
	Orange (100 g)	1 no.
	Milk with Sugar (375 ml)	1 no.
12.00 P.M	Good quality rice (225 g)	1 no.
	Sambar (75 ml)	1 no.
	Rasam (75 ml)	1 no.
	Veg poriyal (50 g)	1 no.
	Green poriyal (50 g)	1 no.
	Buttermilk (50 ml)	1 no.
	Egg	1 no.
03.00 P.M	Sundal (75 g)	1 no.
06.30 P.M	Idly (each 100 g) OR	2 nos.
	Idiappam (each 75 g) OR	2 nos.
	Pongal (150 g)	1 no.
	Sambar or Chutney (100 ml)	1 no.
	Milk with sugar (375 ml)	1 no.
6. Liquid Diet		
07.10 A.M	Milk without sugar (200 ml)	1 no.
09.30 A.M	Clear Soup (200 ml)	1 no.
12.00 P.M	Rice Conjee (200 ml)	1 no.
03.00 P.M	Coffee with sugar (200 ml)	1 no.
06.30 P.M	Milk without sugar (375 ml)	1 no.

1. **Subletting of contract:** The bidder shall not assign or sublet the contract or any part of it to any other person or party.

2. **Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the purchaser shall be entitled to recover such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.
3. **Risk Purchase:** In case of failure to supply any or all items as per requisition, it shall be treated as 'non-compliance' and 'breach of contract', and the order in part or full shall be arranged from alternative source(s) at the discretion of the hospital authority and the difference in prices will be realized from the contractor with whom the contract is made by way of any of his subsequent/pending bills or security deposit.
4. **Validity of Rates quoted:** The rates quoted will remain valid for a period of one year from the date of signing of agreement and extendable for One more year on mutual consent basis.
5. The Medical Superintendent has full power to cancel the contract between the contract tenure.
6. **Force majeure clause.**
 - a. The contractor shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
 - b. For purpose of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to war, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - c. If a Force Majeure situation arises, the supplier shall promptly notify the Medical Superintendent, ESIC Hospital, Tirunelveli in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7. **Arbitration:-**

Any dispute and differences relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter of thing whatsoever in any way arising out of or relating to the contract, designs, drawings, Specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution failure to execute the same whether arising during the progress of the work or after the completion abandonment thereof in respect of which amicable settlement has not been reached, shall be referred to the Sole Arbitration of the **Arbitrator appointed by Medical Superintendent ESIC Hospital, Tirunelveli** who shall proceed as per the Arbitration Act, 1996 (as amended as rules framed there under) Jurisdiction of Tirunelveli.

- a. The work under the contract shall continue, during the Arbitration proceedings.
- b. The award of the Arbitrator shall be final, conclusive and binding on both the parties.

8. **Price bid:**

1. The bidder has to furnish the prices for all the items mentioned in the financial bid. Failing to furnish the prices for all the individual items or any of the item shall lead to disqualification and their bid shall not be considered and rejected.

2. Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the least total amount shall be awarded the contract. If more than one bidder quotes the same least amount, as per guidelines in GeM portal, the buyer shall have two options for placement of contract.

a. Placement of Algorithm runs by GeM system (or)

b. Placement of contract on any one of the bidders who are quoted highest discount offer based on any criteria as deemed fit by the buyer with appropriate internal approvals.

TERMS OF PAYMENT

1. No payment shall be made in advance.
2. The contractor has to submit the bills in triplicate once in a month.
3. Payment will be made on satisfactory supply of food which would be certified by the officer nominated by the Medical Superintendent.
4. The payment shall be made through the RTGS/NEFT/ECS only.
5. The Medical Superintendent, ESIC Hospital, Tirunelveli shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties.
6. At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Govt. rules and guidelines as may be prevailing at the time of payment.

UNDERTAKING

Sub : Tender for _____ with GeM tender No. _____ - Reg

I/We, the undersigned certify/undertake that

1. I have gone through, read and understood the terms and conditions mentioned in the tender document and undertake to comply with them.
2. I/We hereby agree to abide by all the terms and conditions laid down in the tender document.
3. The rates quoted by me are valid and binding upon me for the entire period of contract.
4. I/We shall supply the items as per directions given in the tender documents/supply order within stipulated period.
5. I/We give the rights to Medical Superintendent to forfeit the Security money deposited by me/us, if any delay occurs on my part or failed to supply the article within the appointment time or failed to supply as per desired quality.
6. There is no vigilance/CBI case or court case pending against the firm.
7. Neither myself/ourselves nor my/our firm has/have ever been blacklisted by any Govt./Semi Govt./Public/Private Institution.
8. My/Our firm possessed all the required licenses/certificates to perform the work in question.

Date:

Signature of Tenderer

Place:

Name & Seal :

INTEGRITY PACT

(TO BE TYPED ON BIDDER'S LETTER HEAD)

-

To

The Medical Superintendent
ESIC Hospital,
Vannarpettai,
Tirunelveli.

Sub : Tender for _____ with GeM tender No. _____ - Reg

Sir,

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

(Signature of Bidder)

Name and Address of the Bidder

ARTICLE

INTEGRITY PACT DOCUMENT

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

PRE-CONTRACT INTEGRITY PACT

General

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

2. Whereas the Bidder is a private company/ public company/ partnership/ proprietorship constituted in accordance with the relevant law in the matter and the Buyer is a _____ performing its functions on behalf of _____ of India.

Objectives

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

2.1 Enabling the Buyer to obtain the desired said stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of Buyer

3. The Buyer Commits itself to the following:-

3.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

3.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

3.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

4. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

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

5.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

5.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government.

5.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

5.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

5.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

5.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

5.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

5.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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

6. Previous Transgression

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

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

7. Earnest Money / Security Deposit

- a. Every bidder, while submitting commercial bid, shall deposit an amount* as specified in the Tender Document as Earnest Money/Security Deposit, with the buyer in the form of Bank Draft in favour of the "ESIC Fund A/C No. 1" Payable at Tirunelveli.
- b. The Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.
- c. In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- d. The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- e. No interest shall be payable by the Buyer to the Bidder(s) on Security Deposit for the period of its currency.

8. Company Code of Conduct

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

9. Sanctions for Violation

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of th

e Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, whenever required:-

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

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

10. **Fall Clause**

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

11. **Examination of Books of Accounts**

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

12. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. **Tirunelveli, Tamil Nadu** or as decided by the BUYER.

13. Other Legal Actions

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

14. Validity

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

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

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

16. The Parties hereby sign this Integrity Pact at _____ on _____.

ESICH, TIRUNELVELI (1st Party)

BIDDER (2nd Party)

Witness

Witness

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made on this _____ day of the month of _____ 2024 between the Office of the Medical Superintendent, ESIC Hospital, Vannarpettai, Tirunelveli on the one hand (hereinafter called the Employer) and on the other hand (hereinafter called the Contractor)

Whereas

- a. the Employer has accepted the offer of the Contractor to supply inpatient diet to ESIC Hospital, Tirunelveli.
- b. the Contractor, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement.

Now therefore the parties hereto/ hereby agree as follows :

- 1) The following documents attached hereto shall be deemed to form an integral part of this contract :

1	Terms and conditions of contract
2	Scope of work
3	Terms of Payment
4	Undertaking
5	Integrity Pact with Article

- 2) The mutual rights and obligations of the Employer and the Contractor shall be as set forth in th

e contract in particular:

- a. The Contractor shall carry out the services in accordance with the provisions of the contract and
- b. The Employer shall make payments to the contractor in accordance with the provisions of the contract.

In witness whereof, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
CONTRACTOR

FOR AND ON BEHALF OF
EMPLOYER

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.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---