

Bid Corrigendum

GEM/2024/B/5013406-C1

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. Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
3. Buyer Added text based ATC clauses

Eligibility Criteria

i) Eligibility Criteria: The intending bidder should submit the copies of requisite documents and satisfy the following Criteria :-

1. Valid MSME Certificate (if Applicable)
2. Copy of PAN
3. Copy of Valid GST registration Certificate.
4. Copy of Valid FSSAI License certificate to be uploaded.
5. Geographic Presence In States : Tamil Nadu (An office of the bidder must be located in the state of consignee. Documentary evidence (i.e. MSME Certificate / GST Certificate / Any Other State Govt Issued Valid I D) to be submitted along with the bid.

NOTE: Non-submission/ not uploading of any document as mentioned above in Gem portal in the pre-qualification criteria will lead to rejection of their bid.

TERM & CONDITIONS FOR CATERING SERVICES

1. The rate quote includes cost of provisions, cost of vegetable, cost of gas refilling, salaries to mess workers and maintenance.
2. The contract will come into force from 01.07.2024.
3. Water, Electricity, Lighting will be provided by CIPET.

4. Minimum no. of days to avail mess out is 2 (Two) days and the students can avail mess out of 10 times per semester.
5. Necessary entries shall be made in the mess card/register for billing purpose by contractor.
6. No advance payment will be paid for running the mess.
7. Contractor has to submit the bills in the first week and payment will be processed in 15 days from the date of submission of bills after deducting of TDS as applicable.
8. Contractor shall keep the entire infrastructure in good conditions & shall be returned intact at the time of termination of contract of the hostel.
9. Food will be served at five different places as detailed below:
 - a) CIPET:CSTS, Thiruvathavur, Madurai-625110
 - 1.Boys Hostel (old) - Dining & Kitchen (30-100 Nos) - for Students
 - 2.Boys Hostel (new) - Dining (30-150 Nos) - for Students
 - 3.Girls Hostel - III - Dining (10-60 Nos) - for Students
 - 4.Staff Canteen -IV - Canteen Dining & Kitchen (25-60 Nos)
 - CIPET Madurai is in the process of making arrangements to serve food to students (Boys) at Newly constructed Boys Hostel which will be ready by June 2024.
 - b) Product Testing Lab, K Pudur, SIDCO , Industrial Estate, Near Post Office, Madurai-625007
 1. Testing Lab (Lunch Only) - Staffs (5-15 Nos) & for Students - (20 - 70 Nos)· Distance between the places are shown in drawing (Annexure VII enclosed)
 1. There can be a little variation in menu for the food to be supplied at PTL, K Pudur Madurai, as agreed mutually between CIPET and Bidder within the same quoted Price.
 - 2.
 3. The food can also served in Tiffin carrier to the staff at PTL, K.Pudur, Madurai.
10. No Extra cost/arrangement will be provided by CIPET for serving food at different places towards transportation charges, manpower and utensils in this regard,(Detailed drawing attached)
11. The contract may be terminated in 30 days notice in advance by both the parties.
12. Contractor shall have to provide sufficient manpower to supply food. He/ She shall make all such arrangement to run the mess in smooth condition and the Contractor has to arrange Housekeeping and cleaning personnel in Kitchen and Dining Hall and washing of Plates/ Glass.
13. A Mess Managing Committee under supervision of CIPET management will monitor the mess, quality of food etc. & suggestions for improvement, if any.
14. Contractor shall not entertain outsiders other than mess staff inside the catering area premises. He / She shall not use the premises / infrastructure for any other commercial activities.
15. Contractor shall ensure use of material of reputed brand for food.
16. In case of any deviation in the menu quoted, money shall be deducted proportionality from the bill claimed.
17. Approved timings & Menu for serving food should be strictly followed.
18. The Contractor should ensure availability of stocks of Extra items as provided at all times & the charges may be fixed between CIPET and the Contractor as agreed mutually time to time with reference to MRP.
19. Continuation of contract is subject to adherence of quality, rate, timing and feedback from students & Staffs.
20. The contractor shall not increase the quoted rate within the contract period.
21. Any major repairs in civil infrastructure shall be brought to the notice of concerned authorities for nec

essary action.

22. Hygienic, fresh food and the items prepared as per the menu list (enclosed) shall be served at all time

23. Prior approval of CIPET Management and canteen Committee have to be obtained for any change in menu. All the items shall be prepared in-house.

24. If any drastic reduction in the prices of material, revision on the rate may be considered.

25. The contractor should not involve with students activities at the Hostel/ Institute.

26. The contractor shall deposit a sum of Rs.3,00,000/- with the institute as security deposit in the form of Demand Draft / NEFT / FDR. The security deposit shall be returned to the contractor within 60 days from the date of end of the contract on settlement of all issues within CIPET, subject to deduction or forfeiture on account of institute dues/employee dues/return of utensils/losses/thefts/damages, etc. The deposit will be on no interest so long as it is retained by CIPET.

27. The liability for compensation for cooks, helpers, suppliers shall be that of contractor and the contractor is held responsible.

28. In case of any poison in food or any loss to the student life due to food poison, the contractor will be at the sole responsibility and loss has to be made good by them, unless otherwise proved that it was not their liability.

29. The contractor shall supervise the cooking and helping personnel adequately and ensure good hygienic food is served to the students.

30. The institute may extend the contract period based on performance with a written consent of the contractor every year upto maximum Three year.

31. With regard to the interpretation of the terms & conditions of this contract or any other disputes the decision of the Director & Head / Centre Head, CIPET Madurai shall be final.

32. Madurai is the jurisdiction for settlement of all legal disputes.

33. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

34. The term "Force Majeure" as employed herein shall mean acts of god, war, revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies, Pandemic, Epidemic, Quarantine Measures, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely CIPET and the CONTRACTOR. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 48 hours of the ending of the cause respectively.

35. If deliveries are suspended by Force Majeure conditions lasting for more than 1 (one) month, CIPET shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

36. If because of any strike or lockout either in CIPET CSTS Madurai or in the Local area, the Successful vendor is unable to function or his business is affected, CIPET CSTS Madurai shall not be liable for any loss, which the Successful vendor may suffer in such an event.

37. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Contractor.

38. The Contractor possessing food license issued by the Competent authority will be given preference. In case if a contractor is finalized without possessing the license at the time of agreement, will be asked to acquire the license after commencement of contract. and he / she should submit the copy of Licence within 90 days from the date of award of contract.

39. The Contractor shall be responsible for the deposit of his employee's and employer's share of statutory contributions to the ESI/EPF, EDLI, if applicable at his own level and maintenance of such records as per

rule. The contractor should be responsible for linking of UAN's and transfer & issue the ESIC card to employee, if any

40. The Institute in any situation will not be under any obligation to pay compensation or make the payment for which services are not rendered

41. In case of breach of any substantial terms and condition of the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited, beside immediate termination of contract or other lawful action that may be taken against the Contractor.

42. The contractor shall compulsorily submit the proofs of payments towards PF, ESIC and GST (if applicable) dues of the previous month for claiming subsequent month's payment.

43. The Contractor is required to employ a Mess Manager to liaise between the students and the Hostel and Institute Authorities and an adequate number of mess workers/attendants for effective functioning and arrangement of the mess.

44. Safety measures are to be provided by the Contractor themselves. He should install fire extinguisher etc. at appropriate places to prevent fire hazard.

45. The Contractor will ensure and comply with the provisions of various municipal and other Rules/Regulations/Laws of the Government in respect of wages and other benefits to their employees.

46. The Institute shall not be the party in case any dispute takes place between the Contractor and their employees for what so ever reasons.

47. Contractor shall issue invoice only after approval of attendance from the mess management committee/ CIPET administration

48. The caterer shall, at his own cost, maintain adequate stock of food grain, grocery, and adhere to the standards of the Institute. The caterer shall be responsible for proper hygienic storage of all raw materials. The institute shall not be responsible for any losses arising out to maintain stock.

49. For effective monitoring of Catering services, caterer having their office functioning atleast last one year about 300 km circumference from CIPET Madurai shall be preferred.

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.

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](#)