

Bid Corrigendum

GEM/2026/B/7756917-C3

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. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. **OPTION CLAUSE 50% :** The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.
For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider
3. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
4. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
5.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
6. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
7. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of
NEIGRIHMS EMD SECURITY DEPOSITS
payable at
Shillong
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
8. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
NEIGRIHMS EMD SECURITY DEPOSITS
Account No.
30270200000027
IFSC Code
BARB0MAWDIA
Bank Name
BANK OF BARODA
Branch address
MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA.

. 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.

9. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C NEIGRIHMS EMD SECURITY DEPOSITS
. 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
10. 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 NEIGRIHMS EMD SECURITY DEPOSITS
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.
11. Buyer Added text based ATC clauses

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences

(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)

Store & Procurement:

Tele Fax: (0364) 2538032

F.N: GAD-ESTA0MISC/1/2026-GAD

NOTE: 650 PACK ON PER DAY BASIS MORE OR LESS

NEIGRIHMS is a super specialty Medical Institution for post graduate education research and patient care services. The Institute invites bids /offers from reputed service agencies/firms for the comprehensive management and running of Hostel Mess (Old and New) comprising of Old MBBS Boys hostel, Old MBBS Girls Hostel, Under Graduate(UG) Hostel-1,UG-2,UG-3,UG-4,Old Nursing Hostel, Nursing Hostel (NH)-1,NH-2 and Intern Hostel located within the Institute premises. Presently the capacity of the Nursing Hostel is approximately 400 and additional Hostels for Medical Students, Interns and Post Graduate Students is 200 -250

approximately, which may increase in the new semesters.

Mess service for Medical Students, Interns, Post Graduate Students and Nursing Students - Breakfast, Lunch & Dinner will be served at a designated mess area in Hostels/Quarters for ease & convenience of Students, Interns and Post Graduate students.

The contract for providing the services will be valid for a period of 2 (two) years extendable up to 5 (five) years from the date of award. The contract period may be extended annually on the option of the Director, NEIGRIHMS, if the situation warrants or till the finalization of the next tender, if required. In the event of termination or expiry of the agreement, the Contractor shall hand over the entire premises and equipments/properties etc. of the NEIGRIHMS in his custody to the latter.

1. Bidders shall have the experience of running a registered/recognized Guest House/Hotel / Restaurant/Catering services/University hostel/ College hostel/ Hospital mess/ Institutional Kitchen and Industrial canteen for 1 (one) year out of last 5 (five) years i.e. F.Y. 2021-22, 2022-23, 2023-24 2024-25 and 2025-26) either of the following:-
 - a. Provision of Catering services or Guest house or hotel or restaurant or hostel in at least one organization or running one unit where the bidder had served regular meals to at least 250 persons/ heads per day.

(Certificate of successful completion and commissioning should be submitted along with the offer)
2. Annual average turnover of Rs 1 (one) crore only exclusively in the field mentioned in the clause 1 above for any 1 (one) year out of 5 (five) years i.e. F.Y. 2021-22, 2022-23, 2023-24 2024-25 and 2025-26).
3. Registered as a society, partnership firm or company under applicable laws. Proprietary firms are eligible.
4. Earnest Money Deposit & Performance Security Deposit:
 - (a) Bidders have to submit Earnest Money Deposit (EMD) of Rs 4 (four) lakhs drawn in favour of Deputy Director (Admn.), NEIGRIHMS, Shillong. The Bid Security may be accepted in the form of Call deposit, Banker's Cheque, Fixed Deposit or Demand Draft valid for forty -five days beyond the final bid validity period or Bank Guarantee from any Commercial Bank
 - (b) Successful bidder will have to submit Performance Security @ 3 per cent of the value of contract, drawn in favour of Deputy Director (Admn.), NEIGRIHMS, Shillong and valid up to sixty days beyond the validity period of contract. The Performance Security may be furnished in the form of Insurance Surety Bond, Account Payee, Demand Draft, Fixed Deposit Receipt, Bank Guarantee (including e- Bank Guarantee)

from a Commercial bank.

- (c) Space and accommodation (Cooking area, Store, Pot wash area, Workers /Staff Room), will be provided by NEIGRIHMS, on payment of a licence fee of Rs. 23,840/- (Twenty three thousand eight hundred and forty) only for utilization of the UG 4 Hostel (MBBS Girls Hostel-1), (excluding of GST to be paid by the successful bidder on reverse charge basis). The licence fee is subject to change, modification by the Institute authorities or as per CPWD rates applicable from time to time and subject to the utilization of the Kitchen area by the prospective bidder. **All bidders are advised to visit the site prior to submission of bids to be informed of the hostel buildings, their location and the scope of services.**

5. The Service Provider shall furnish the valid documents, certificates and affidavits as listed below with the Technical Bid and shall specify the page no., failing which Bid will be summarily rejected:-

- (a) Self-attested copy of certificate of required experience in desired period as mentioned in the Bid document.
- (b) Self-attested copy of its incorporation.
- (c) Self attested copy of Certificate of Turnover for the desired period and amount in the related field/business issued by Chartered Accountant.
- (d) Self-attested copy of PAN.
- (e) An affidavit duly sworn before a Notary that the firm or proprietary concerned or company that the firm has never been blacklisted.
- (f) An affidavit duly sworn before a Notary that neither Service provider nor the firm/ Partners/ proprietor/Director of the company/ member of Society has never been convicted or punished by any Hon'ble Court of Law nor any criminal prosecution, involving moral turpitude, in which a charge sheet is issued, is pending against any of them.
- (g) An affidavit to the effect that the Service provider does not have any close or direct relationship with any employee of NEIGRIHMS.
- (h) Self-attested copy of EPF & ESI Registration certificate along with the code number, if applicable.
- (i) Self-Attested copy of GST registration Certificate along with number.
- (j) License from Food Safety and Standard Authority of India (FSSAI)
- (k) Copy of resolutions for authorization of signatory to sign the bid along with name and designation, as may be applicable.
- (l) Copy of proof relating to deposit of EMD
- (m) Copy of MSME document/ startup certificate in case EMD exemption is sought.
- (n) Details of Human Resource (Identity, Present and Permanent Address, Educational Qualification, Designation, Medical fitness certificate, Police verification and PF details) to be submitted after the award of contract.
- (o) The Service provider should submit a certificate of satisfactory performance from all the previous employers for 1 (one) year out of last 05 (five) years i.e. F.Y. 2021-22, 2022-23, 2023-24 2024-25 and 2025-26)

6. Successful Bidders /Contractors, in case of Non -tribal, shall have to apply and obtained a valid trading license, issued by the Khasi Hills Autonomous District Council, Shillong, within 90 days of is

suings of award /orders. An undertaking for the same has to be submitted by the bidder, on award of contract as per Annexure-I.

7. In case the Service Provider furnishes false information their tenders/ bids will be rejected and their security deposit/EMD will stand forfeited.
8. The agency must possess the requisite valid license issued by the competent authority for carrying out the business and shall be responsible for complying with all laws pertaining to the services in question as well as those pertaining to engagement of persons under him and should obtain necessary license/ clearance certificate of the State Food Inspector /respective authorities and should produce certified copies of certificate fulfilling the requirements.
9. NEIGRIHMS reserves all rights to make any changes in terms and conditions of the e-tender and also to reject any or all e-bids without assigning any reason thereof. At any time prior to the date of submission of e-bid, Director, NEIGRIHMS may, for any reason, whether at his own initiatives or in response to a clarification from a prospective e-bidder, modify the e-bidding documents by an amendment may at his discretion, extends the date and time for submission of e-bids.
 10. Bidders are required to sign and submit the Integrity Pact agreement, as per the prescribed format.
 11. Settlement of Dispute. If there is any dispute or differences, the same may be referred to Director, NEIGRIHMS. Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision taken by the authority will be binding on all concerned. Therefore, the jurisdiction in respect of settlement of disputes in Stores & Civil contracts shall be as per the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts (Amendment) Ordinance 2018, wherein the provision for pre-institution mediation, has been made mandatory in respective cases by the parties to the disputes. The mediation shall be under the authorities constituted under Legal Service Authority Act, 1987. The Courts in Shillong shall have the exclusive jurisdiction over any disputes between the parties.

Section II:

General Conditions of Contract (GCC)

1. Bidders should have necessary license/ clearance certificate of the State Food inspector/health authorities and should produce certified copies of certificate fulfilling the requirements. Prequalification /Post Qualification shall be entirely upon the capability and resources of prospective agency to perform the particular contract satisfactorily, taking into account their (i) experience and past performance on similar contracts (catering services / Guest house or hotel or restaurant/hospital diet servicing) (ii) Capabilities with respect to Personnel (Qualified Cook ,experienced attendant , Professionals with degree /diploma in hotel management & catering technology), Equipment (atomized equipments for catering purpose) (iii) financial standing through annual report (balance sheet and Profit & Loss account) of last 3 (three) years. Fulfillment of eligibility criteria is to be supported with documentary evidence in the form of certified /self-attested copies of work order, completion certificates, report, payment certificates, indicating the period of work .In case of Joint venture /partnership firm, the experience of the signatory /lead agency will be taken into consideration for qualification of the agency.
2. The e-bidder must possess the requisite valid license issued by the competent authority for carrying out the business and shall be responsible for complying all laws pertaining to the services in question as well as those pertaining to employment of persons under him.
3. **The lowest rates quoted on the total (foodstuff/menu) on per head basis offered by the purchaser will be taken for the purpose of price evaluation /selection.**
4. The personnel appointed by the service provider must have proper and clean uniform for their identification. The personnel so appointed should have the basic knowledge of personal hygiene and

d safe & clean methods of food handling

5. The persons associated with preparation and distribution of food will be required to undergo periodic medical checkups to rule out the possibilities of communicable disease/infectious diseases and anybody found suffering from such has to be kept out of engagement till he/ she is fully recovered.
 6. The list of personnel deployed for food preparation, handling and serving have to be intimated to the authority at the time of joining and from time to time.
 7. The contractor selected will be required to maintain such level of cleanliness and standard of hygiene with regard to the persons under his employment and utensils for serving the food as may be decided by the authority.
 8. There shall be no compromise on the quality of service /food supplied by the e-tenderer and if any such incidence or food adulteration is found, action deemed fit, including black listing the firm, shall be taken by the Competent Authority and all the rules of Prevention of Food Adulteration Act (PFA Act) will apply.
 9. The agency will be responsible for complying with payment of minimum wages and other Social Security benefits including prescribed number of leave/holiday and prescribed hours (maximum and hours) of Work Schedule as per Labour Laws in force from time to time to its employees deployed in the hospital, all laws related to Social Security (E.S.I. & P.F., etc., in case the contractor engages manpower more than the specified number), Service Tax wherever applicable & other Labour legislations, pollution control and such statutory orders from time to time as regards to treatment & disposal of garbage, and the contractor will be liable for any consequences resulting from violation of any such rule / provision.
 10. The contractor will be responsible for such conduct of the persons engaged by him/her, which will be conducive for maintaining the harmonious atmosphere in the hospital and will be responsible for any act commission & omission of such persons.
 11. The Contractor shall maintain a complaint book and any genuine complaint recorded therein will be given due consideration
 12. Bidders shall have to make a presentation before Tender Evaluation Committee, if required.
1. Hostel mess food should be cooked in hostel cooking area only
 2. The successful e-bidder / e-tenderer shall obtain a valid license under the Contract Labour (R & A) Act, as amended from time to time and rules framed there under and shall continue to hold it till completion of the contract.
 3. The fuel to be used for cooking will only be LPG and shall be arranged by the contractor.
 4. The garbage from the rooms will be collected and disposed off at the site provided for the purpose by the Municipal Authorities. Other waste materials will be dumped in the nearest S.M.B dustbin by the Contractor.
 5. NEIGRIHMS will have the right to serve a notice on the contractor in the event of any lapse on the part of the latter in the services, which shall be rectified or remedied by the latter forthwith.
 6. Consumption or sales of alcohol or tobacco in the premise of the NEIGRIHMS by the Contractor or his employees is strictly forbidden.
 7. However, in case of water and electricity charges, the cost may be recovered on actual basis.
 8. Even though the Contractor/bidder will provide the services through his own employees, the work of such employees will be supervised from time to time by a representative of the NEIGRIHMS duly appointed by the Director, NEIGRIHMS, for this specific purpose. The representative of the NEIGRIHMS will look after the well being and other requirement and liaison between the guests and the

e employees of the contractor on the one hand and the NEIGRIHMS authorities and the Contractor on the other hand.

9. The personnel appointed must have proper and clean uniform for their identification. The personnel so appointed should have the basic knowledge of personal hygiene and safe & clean methods of food handling.
10. The persons associated with preparation and distribution of food will be required to undergo periodical medical checkups to rule out the possibilities of communicable disease/infectious diseases and anybody found suffering from such has to be kept out of engagement till he/ she is fully recovered.
11. There shall be no compromise on the quality of food supplied by the tenderer and if any such incidence or food adulteration is found, action deemed fit, including black listing the firm, shall be taken by the Competent Authority and all the rules of Prevention of Food Adulteration Act (PFA Act) will apply.
12. Only purified water (purified by Aquaguard/ Modiguard /Aquasure or other purifier of similar standard) has to be served in the mess
13. Agency should make necessary arrangement for equipment, serving trolley, food trays, cups, etc on their own
14. Dining area arrangements and kitchen set up, food warmer is the responsibility of the vendor
15. Mess dining area in a particular hostel/quarter should be arranged as per requirement by NEIGRIHMS
16. The agency shall not sell cigarette, bidi, pan, gutka, tobacco items, alcohol or any other prohibited items. If anyone is found indulging in these businesses, the agency shall be asked to leave the campus immediately and the agency shall be liable for termination of service for breach of this condition.
17. If the agency gives wrong information in their tender and creates circumstances for acceptance of the tender, the company reserves the right to reject such tender or rescind contract at any stage.
18. No subletting of work by the agency is permissible
19. The agency shall not use the name of the NEIGRIHMS, Shillong in business dealing with other persons or traders
20. The contractor should keep the kitchen complex clean. If, at any point the Kitchen and its premises are found to be unclean, the contractor shall be held responsible and action deemed fit shall be taken by the competent authority.
21. The Institute will provide only open space. Institute shall not provide kitchen accessories, appliances gas connection, utensils, crockery, cutlery and other Infrastructure. The Service provider shall use the water-supply and electricity economically, however consumption water-supply and electricity and prescribed license fee shall be paid within the 10th of each and every month by the Service provider on actual basis or as conveyed by the Estate Section/ SE/ EE. **18% GST on reserve license fee as applicable will be on reverse charge basis to be deposited by the successful bidder within stipulated time frame as per prevalent GST guidelines.**
22. The contractor will be required to submit the bill month wise by 10th of the subsequent month, for further action and release of payment. Payment will be released as per the terms and conditions, less deduction of Income Tax at source at prevailing rates. No Service tax is applicable for billing to educational Institute like NEIGRIHMS, Shillong which is entirely under the administrative control of Ministry of Health & Family Welfare, Government of India.
- 23. The contractor shall comply with all provisions of the Code on Wages (Central) Rules,**

2026 published in the Gazette of India dated 8th May 2026.

24. The contractor shall bear all the expenses for running services and shall be liable for any damage caused or incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury caused to its workmen during discharging their duty.
25. The contractor shall not be entitled to use the accommodation allotted for any other purpose or business other than contract services.
26. The Hospital campus is a "No Smoking Zone", hence sale and use of tobacco of any form, is prohibited.

SECTION III:

Special Conditions of Contract (SCC)

1. Operational

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

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

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

Only LPG (or electricity when required for certain cooking procedures) will be used for cooking. No coal, wood or any other fossil fuel shall be used as fuel for cooking of food, heating of food etc.

2. Cleanliness

The Service provider shall keep the cooking area scrupulously clean and in a sanitary condition to the satisfaction of the Dietary Department and administration. The Service Provider shall not damage the cooking area as well as the fittings and fixtures in the cooking area provided by the Institute. In case of damage the Service Provider shall be responsible for repair and replacement. It shall be the responsibility of the Service Provider to employ adequate number of cleaners and safaiwalas and to provide them with adequate and necessary equipments/ chemicals for keeping the cooking area scrupulously clean. Anti rodent and pest control measures are to be strictly followed which will be the responsibility of the Service Provider. The Service Provider should also provide adequate cleaning equipments, tools, cloth for cleaning, brushes, bottle brush, scrubbers, wipers, mops and detergents (soap, hand wash, liquid detergent, disinfecting solution (Lysol/cross/phenyl/harpic/sodium hypochlorite) for thorough cleaning.

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

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

1. Pre- preparation and preparation of food should be done in hygienic methods following the protocols of food safety as provided by the FSSAI Food Safety.
2. Usage of only stainless steel knives.
3. Colour coded chopping board or different chopping boards should be utilized for cereal and cereal products, vegetables and fruits, meat and meat products.
4. Any cooked or raw food items should never be kept or left in the open.
5. Cleanliness checklist should be maintained on a daily basis by the supervisors. The checklist will be checked and evaluated by the authorized Personnel /Warden on a daily basis.
6. Schedule for daily, weekly, monthly and annual cleaning should be planned by the manager and carried out under the supervision of the supervisors.

7. Biodegradable and non biodegradable waste should be segregated and should be disposed on a daily basis.
8. Separate buckets for cleaning and mopping should be provided. Cleaning buckets should not be used for any other purposes.
9. Separate cloth should be provided for cooking purposes and for cleaning.
10. Hands should be washed well with liquid hand wash or soap before starting work, after using toilets, immediately before handling food, after handling refuse and whenever the hands look dirty. Besides this, no bangles or bands and rings should be worn.
11. For the welfare of kitchen personnel, first aid material such as bandages, dressing and antiseptic should be available and provided by the catering contractor in case of minor cuts and injury.

3. Food Procurement and Storage:

1. The Service provider shall be responsible for procurement of all the raw materials. The raw materials procured will be of the highest quality, (FPO, AGMARK, or ISI /FSSAI marked and should be strictly adhered) fresh and fit for human consumption.
2. The raw materials must be stored properly to avoid contamination and infestation with pests. Sample of the food materials in the store will be checked by the hospital representative from time to time.

4. Manpower

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

5. Transportation

The agency shall be fully responsible for safe, hygienic and timely transportation of cooked meals from the main kitchen/ mess (MBBS Girls Hostel-1 (UG4)) to all designated hostels, dining locations, serving points as specified by the Institute in the following locations viz. Old MBBS Boys Hostel, Old MBBS Girls Hostel, MBBS Boys Hostel-1 (UG1), MBBS Boys Hostel-1 (UG2), MBBS Girls Hostel-2 (UG3), Intern Hostel, Nursing Hostel-1, Nursing Hostel-2, Old Nursing Hostel. The agency shall deploy adequate number of insulated food-grade containers, transport vehicles, manpower and handling arrangements to ensure that the food is delivered in fresh, hot and consumable condition without contamination, spillage or deterioration in quality. Mess shall be delivered strictly within t

he time schedule and under no circumstances shall delay in transportation affect the serving schedule of breakfast, lunch and dinner. The agency shall ensure uninterrupted meal transportation during adverse weather conditions, traffic congestion, vehicle breakdown, bandh, strike or any other operational difficulty. Necessary standby arrangements and backup transportation shall be maintained at the contractor's cost.

6. Security and Safety

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

7. Space and Accommodation

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

8. NEIGRIHMS management shall have the right

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

9. Waiver

No failure or delay by NEIGRIHMS in enforcing any right to remedy of NEIGRIHMS in terms of contract

act or any obligation or liability of the contractor in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by NEIGRIHMS and notwithstanding such failure or delay, NEIGRIHMS shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

10. Termination Clause:

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

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

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

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

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

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

11. Selection in a Tie:

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

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

12. Pricing:

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1. The service provider should submit /quote rates which should include all incidentals and establishment cost to the contractor for running the services as stated in the document.
2. Escalation: No escalation will be given in first year. However, for the 2nd year and thereafter and on approval of the competent authority, the escalation in rates as per the RBI (consumer price index- prepared meals/snacks/sweets) will be given. Government tax and levies will be applicable during Contract period. Any new tax/ alternate tax which will be introduced by the government in future, will be paid by the party accountable for it. No other increase shall be considered on any other account during the Contract period. If under unforeseen circumstances, the new tender is not materialized, the existing Service Provider will continue to provide services till the finalization of the new tender. In that eventuality an escalation in the diet rate will be provided as per provision of this clause.

13. Penalty Clause:

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

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

Sl. No.	Basis	Fine /Penalty

1	Presence of unwanted items in food: harmful items like blade, glass, metal wires, nails, pieces of plastics etc. other items like Cockroaches, flies, insects	Half the price of the day per head multiplied by number of students in the hostel on each occasion.
2	Use of stale /spoilt ingredients e.g. rotten vegetables, infected grains, etc (fine will also be imposed if these are about to be used.)	Half the price of the day per head multiplied by number of students in the hostel on each occasion.
3	Any Delay, short supply, spillage, deterioration of food quality or failure to supply meals at designated locations as per the prescribed timings.	Half the price of the day per head multiplied by number of students in the hostel on each occasion.

14. Mess exemption criteria for students, interns and PGs (For compliance of bidder):

- If any students take leave for 15 days, then accordingly, only half-monthly charges will be taken from the student. If the leave is continuous without gap and spread over successive month – amount is to be adjusted in next month monthly bill. If the leave is below 15 days, student has to pay full monthly charges. If students take continuous leave (without gap) of 15 -30 days, then pro rata basis amount will be considered. Prior intimation of all leaves (at least 10 days prior) is mandatory for calculation of monthly charges accordingly.
- 15 days package will be given if students /interns are availing any leave, which will be 50% of the monthly cost of the mess. This leave should be continuous and not staggered. Students/interns shall inform 10 days prior to such changes or leave to the e-bidder/contractor.
- Mess exemption is also applicable on Government holidays with prior intimation to the warden of the respective hostels.
- Mess exemption on medical grounds shall be permitted only upon submission of a valid medical certificate issued by a consultant from NEIGRIHMS. The certificate must clearly specify the diagnosis and the prescribed course of treatment.

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TENDER FORM

Date_____

To

(Complete address of the purchaser)

Ref. Your TE document No. _____dated _____

.....

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

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

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

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

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

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

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

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

-

Hostel Mess Menu

(for Medical Students, Interns, Nursing Students, etc)

Timing (For Medical Students, Interns etc.):

Breakfast - 7:00 A.M to 9:00 A.M

Lunch - 12:30 to 2:30 P.M

Dinner - 7:30 P.M to 9:00 P.M

Timing (For Nursing Students):

Breakfast - 6:30 A.M to 9:00 A.M

Lunch - 12:00 to 2:30 P.M

Dinner - 7:00 P.M to 9:00 P.M

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

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

Meal	Fixed items	Variable Items	Quantity Cooked	Quantity Raw
Breakfast 7:00-9:00 am	Cereal portion	Cereal portion		
	Bread		4 slices	
	Butter/jam			10gm per sachet
		Roti/Chapathi/Poori/Upma/Poha with chutney as side dish for Upma/Poha (Dhania/peanut/coconut)	3-4nos/ 1 ½ cup /1 ½ cup For chutney 100-150ml	75-100gm/50gm/50gm
		Vegetables with Chapathi/Roti	½ cup	100gm
	Boiled Egg/Omelette		1no	50gm
	Banana		1no	75-100gm
	Tea/Coffee		1 cup	200ml
	For pure vegetarian only Kabuli salad/Sprouted green gram		½ cup	25gm
Lunch 12:30-2:30pm	Rice		4cups	200gm
	Roti/Chapathi		5nos	100gm
	Dal/ Sambar(2 days moong,2 days Channa dal/2days masoor/1 day Rajma)		1cup	35gm

	Curry vegetables		½ cup	100gm
	Vegetable- Dry or fried should be different from curry		½ cup	100gm
	Salad(cucumber/carrot/lettuce)			75-100gm
	Curd (sweet/sour) payment basis		150ml	
	Pickle	Chutney-(Dhania/min t/coconut/peanut) Sauce- Tomato plain or chilli mix	100ml 50ml	
Dinner 7: 30-9:00p m	Rice		4cups	200gm
	Roti/Chapathi		5nos	100gm
	Dal/ Sambar(2 days moong,2 days toor dal/2days masoor/1 day Rajma)		1cup	30gm
	Curry vegetables	<i>Variation in dish like curry, Manchurian,dry fry,korma,butter,m asala,Veg or non veg biryani/pulav should be done with respect to veg and non veg items</i>		100gm
	Vegetable dry or fried (should be different from curry items)3 days rest	Rest of the days non veg-payment basis		

		Non veg - (payment basis) 2 days Chicken 2 days Fish	4 pieces	150gm each person
		For vegetarian Paneer OR		
		Vegetable kofta	2 pieces veg kofta	Paneer -75 gm Vegetables 100gm
	Salad(cucumber/carrot/lettuce)			100gm
	Curd (sweet/sour)		150ml	
	Pickle	Chutney -(Dhania/mint/coconut/peanut) Sauce- Tomato plain or chilli mix	100ml 50ml	
		1 Sweet items (rasgulla, Gulabjamun, Pedha, bhondi Laddoo, Mithai, rasmalai, Fruit salad with cream etc)		30gm 3 times a week
Breakfast items For Sundays and holidays only	Egg boiled/ Omelette For Vegetarian Sprouted gram OR Kabuli Channa		1 no ½ cup	50gm 25gm
	Banana		1no	
	Tea/ coffee		200ml	
		ANY ONE OF THE FOLLOWING IN ROTATION		

		Stuffed paratha	3 nos	Atta flour 25g m per paratha vegetables 25 gm
		Paneer paratha	3nos	Atta flour 25g m per paratha ,paneer 15 g m
		Aloo paratha	3 nos	Atta flour 25g m per paratha ,potato 25gm
		Idli (plain/Rava)	3nos	
		Dosa	3nos qu arter pl ain size each do sa	
		Pav Bhaji	3 pieces per pers on	
		Chole Bhatura	3 pieces	
		Medu vada	3 pieces	
		Vegetable Cutlet	3 pieces	
		Above items should h ave side dish like sa mbar/chutney/curd		
	· Variety has to be maintained in lunch and dinner. · The dal and vegetables served in lunch should not be repeated in dinner. Similarly vegetables should not be repeated on two consecutive days. · Break-up cost of all the menus including Breakfast, Lunch, Dinner are to be indicated by the bidder, in the financial pdf. Format			

Annexure-I

(PRESCRIBED FORMAT)

To,
The Director,
NEIGRIHMS,
Mawdiangdiang, Shillong-18

Subject: Undertaking for Submission of “ KHADC Trading Licence”

Sir,

Inviting reference to the above subject, I , the undersigned do hereby undertake to submit the Trading licence from KHADC within 90 (Ninety) days of award of contract. In case, I fail to produce the said Trading licence within the stipulated period, my contract will be terminated without assigning any reason and at no cost to the Institute.

I , hereby enclose the necessary documents of proof of my application of the Trading Licence at KHADC,Shillong.

Thanking you,

y,

Date:
Proprietor/ partner/Director

Name of the

Place:

Seal:

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

Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.

14. 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 catalogues 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. 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](#)