JAWAHARLAL INSTITUTE OF POST GRADUATE MEDICAL EDUCATION & RESEARCH (JIPMER)

GOVERNMENT OF INDIA

(An Institution of National Importance under Ministry of Health & Family Welfare)
Dhanvantri Nagar, Puducherry–605006

OPEN e-TENDER ENQUIRY DOCUMENT

FOR RATE CONTRACT

FOR

SUPPLY OF FRUITS

FOR

DEPARTMENT OF DIETETICS

(This document consists of 23 pages)

JIPMER, DHANVANTARI NAGAR, PUDUCHERRY 605006
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SECTION – I
DEPARTMENT OF DIETETICS
JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND RESEARCH
PUDUCHERRY – 6
(Institution of National Importance under the Ministry of Health & Family Welfare, Govt. of India)

Purchase Section

No.JIP/Pur.10(4)/OeT/FT/2025-26 Date: **28.02.2026**

NOTICE INVITING e-TENDER (e-NIT)

Sub: Supply of **Fruits** for the year **2026-2027**

E- tenders are invited from eligible and qualified DOMESTIC tenderers for the supply of **Fruits** as mentioned below to the department of Dietetics for the period from **1st April 2026 – 31st March 2027**

1. Scope of work : Annual contract for supply of **Fruits** to the Department of Dietetics, JIPMER.

2. Duration of the contract : **One year** from **date of award** and may be **extendable further up to one year** subject to **satisfactory performance** with willingness of both the parties with same rates, terms & conditions.

4. Tender timelines:

i. Opening date & time for download of Tender document: 6.00 PM on **28.02.2026**

ii. Last date for receipt of pre-bid queries: 12.00 Noon on **09.03.2026**

iii. Pre-bid queries can be made before pre-bid meeting through e-mail at dietetics.jipmer@gmail.com .

iv. Pre-bid meeting date, time and venue: 03.00 PM on **09.03.2026** at Dietetics Department, JIPMER, Puducherry

v. Opening date & time for submission of online bids: 09.00 AM on **10.03.2026**

vi. Closing date & time for submission of online bids: 12.00 Noon on **30.03.2026**

vii. Time and date of opening of online bids: 12.00 Noon on **31.03.2026**

1. Earnest Money Deposit : **Rs. 84,000/-** as EMD shall be paid through **SBI collect only**.
The EMD shall be returned to the non-successful tenders after acceptance of award of contract to the successful tenderer.

6. Tender Processing Fee (Non-refundable) : Rs.590 (including 18% GST) shall be paid through SBI collect only.

7. Interested bidders are advised to download the complete Tender Enquiry document from the websites www.jipmer.edu.in or https://eprocure.gov.in/eprocure/app for complete detail

8. The prospective bidders must register with the E-procurement system of https://eprocure.gov.in/eprocure/app. Special Instructions to the bidders for the submission of the bids online through this eProcurement Portal on completion of the registration process is given in **https://eprocure.gov.in/eprocure/app**, the bidders will be provided user ID and password upon enrollment. In order to submit the bids electronically, bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).

9. Bidders are requested to read the bidder's help document on e-tender web site link before proceeding for bidding.

10. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.

11. The online submission of tender(s) can only be done through https://eprocure.gov.in/eprocure/app

12. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through https://eprocure.gov.in/eprocure/app e-portal (as described above) only.

13. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

Officer in Charge Purchase Section,
For Director,
JIPMER, Puducherry

SECTION-II

SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS

E-TENDER FOR THE SUPPLY OF FRUITS FOR THE DEPARTMENT OF DIETETICS, JIPMER, PUDUCHERRY – 605 006 FOR THE YEAR

1st April 2026 – 31st March 2027

LIST OF ITEMS REQUIRED with estimated annual requirement:-

Sl. No.	Item	Per day requirement	Annual estimated quantity	Units	Willingness of % discount for all four items(Percentage of discount to be quoted is to be same for all the four items)
1.	Sweet Lime (Not less than 150 gms each)	150 Kgs (900 Nos.)	50,000 Kgs (3,20,000 Nos.)	Kgs	
2.	Banana Yellow **(Poovam)** (100 gms and 80 gms each)	850 Nos.	5,00,000 Nos.	Nos	
3.	Sour Lime Yellow (Not less than 50 gms each) **(Lemon)**	100 Nos.	40,000 Nos.	Nos	
4.	Orange (not less than 150 gms each)	150 Kgs (900 Nos.)	7,000 Kgs (45,000 Nos.)	Kgs	

Note:-

1. **Need not to mention rate for the item. Just mention only the percentage of discount on the Rate in the statistical rate given by the Directorate of Economics and Statistics department, Government of Puducherry. It is available at https//statistics.py.gov.in → price bulletin**
2. **For all the items a sample (100 gm) is required to be submitted to the Dietetics Department(mentioned in page 06) , within ten days of the closing of online submission of bids failing which the bids will be rejected.**

❖ **Percentage of discount to be quoted is to be same for all the four items.**

SPECIFICATION REQUIRED FOR FRUITS:-

1. General quality requirements:-
   a. All Fruits must be: Fresh, clean, wholesome and Free from rot, decay, insects, fungus, mold and any foreign matter such as soil, sand, stones and heavy metals.
   b. Without bad odor or off-flavor.
   c. Grown and handled under hygienic conditions.
   d. Fruits must not contain: Artificial coloring, Preservatives, Harmful residues, Toxic substances or contaminants.
2. Physical & quality parameters:-
   a. Good maturity stage (not over mature or underdeveloped).
   b. Uniform size and color.
   c. Free from sprouting, cuts and damage.
   d. Fresh, compact and uniform size.
   e. Free from worms, pest damage or black spots.
   f. Moisture loss is not more than permissible limit.
3. Packaging requirements:-
   a. All Fruits must be supplied in clean, food-grade crates, baskets, or bags.
   b. No chemical bags, fertilizer bags, cement bags, or reused industrial bags permitted.
   c. Packaging should prevent damage, contamination, or spoilage.
4. Transportation requirements:-
   a. Transportation vehicles must be clean and hygienic.
   b. Protected from sun, dust, rain, and pests.
   c. No chemicals or other non-food items should be transported together.
   d. Items should reach the department before the prescribed time.

SECTION – III
TERMS & CONDITIONS OF TENDER

1. **Supply of Fruits:** The supply of **Fruits** should be in **Daily basis as per our requirement.**
2. Period of contract: The contract shall **initially** be for a period of **12 months** and may be **extended** further for a period of **up to one year** subject to satisfactory performance, on the same terms and conditions on acceptance by both the parties or till a new tender is finalized, whichever is earlier. The **rates** approved shall **remain unchanged** during the period of contract.
3. The Director, JIPMER, reserves the right to terminate the contract by serving three months' notice, in writing. Likewise, if the vendor is not able to supply , they must submit a three month prior notice to the department.
4. The registered vendors of JIPMER and Micro and Small Enterprises submitting appropriate proof of status are exempted for EMD as per GFR/Manual for procurement of Goods updated 2024.
5. **Start-up companies will be exempted from paying EMD but not exempted on performance and turnover criteria. A valid startup certificate is required to be submitted for claiming EMD exemption.**
6. **100 grams sample of** above-mentioned items should be submitted to the **Officer-In-Charge of Department of Dietetics,JIPMER, Puducherry** with label of **Tender No. within ten days of the closing of online submission** of bids failing which the bids will be rejected.
7. Bidders who are claiming **exemption of EMD** should submit the copy of exemption certificate as well as **bid security declaration** in the format as enclosed in **Annexure-IV.**
8. Last date of submission: Last Date for submission of the e-tender is on or before **30.03.2026 at 12.00 Noon.**
9. Date of opening the bid: The bid will be opened on **31.03.2026 at 12.00 Noon.**
10. Pre-Bid Meeting: A pre bid meeting shall be held on **09.03.2026 at 3.00 PM at Department of Dietetics, JIPMER.**
11. **Any addendum and corrigendum in the tender conditions will be published on the e-procurement/JIPMER website only.**

Eligibility conditions of bidders:

1) The bidder should be a company/firm engaged in supply of Fruits for Hospital / Govt. Office / Pvt. Office/ Govt. Canteen / Pvt. Canteen on a regular basis (**daily basis**) through the year of contract in India for at least three years, during last seven years, till publishing of this tender.
    a) The bidder should enclose a copy of completion certificate for one year of contract of supply of items to a company/firm engaged in supply of Fruits for Hospital / Govt. Office / Govt. Canteen / PSU Canteen.
2) The bidder should have successfully completed the following works in the last 7 years.
    a) One similar nature of work of value not less than 34 Lakhs over the period of one year.
    or
    b) Two similar nature of works of value not less than 21 Lakhs over the period of one year.
    or
    c) Three similar nature of works of value not less than 12 Lakhs over the period of one year.
3) The bidder must have an average annual turnover of Rs.20,00,000/- (Rupees twenty lakhs only) each during the last three financial years i.e. 2022-23, 2023-24 and 2024-2025.
4) The bidder must have a retail or wholesale shop within a 50 km radius from Puducherry will be eligible to participate in the tender.

SECTION-IV

GENERAL INSTRUCTIONS TO TENDERERS

1. E-Tender form shall be completed in all respect.
2. Bidders have to ensure that all the documents are properly filled. Copies of PAN and GST certificates must invariably be enclosed.
3. The Competent Authority of JIPMER reserves the right to accept or reject (fully or partially) any tender or all tender without assigning any reason.
4. Conditional tenders are liable to be rejected.
5. **The successful bidder shall have to deposit an amount 3% of the annual approximate cost as Performance Security Deposit (PSD) within two weeks after award of contract, by way of SBI Collect available on JIPMER website.**
6. Evaluation of the bid: Bids received and found valid will be evaluated by JIPMER to ascertain the complete work/services under the specification and documents. The bidder should take care to submit all the information sought by JIPMER in prescribed formats.
7. Incomplete, conditional telephonic bids or tenders submitted after the due date and time will not be considered and summarily rejected. No grounds whatsoever for late requisition shall be entertained such as network issue, server issue, website error, and site not responding etc. Vendors are, therefore, advised to submit their bids well on time.
8. **The bid will be evaluated based on highest discount quoted on the Rate in the statistical rate given by the Directorate of Economics and Statistics department, Government of Puducherry for estimated annual requirement of all the items.**

I. SUBMISSION OF e-TENDERS

1. The bidders must ensure that they submit the on-line bids within the scheduled closing date & time.
2. Late Tender: There is NO PROVISION of uploading late tender beyond stipulated date & time in the e- tendering system.
3. Alteration and Withdrawal of Tender: The bidder, after submitting its bid, is permitted to alter/modify its bid, within the deadline for submission of bids. Alterations/modifications to bids received after the prescribed deadline will not be considered.
4. No tender should be withdrawn or modified after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws or modifies the tender during this period, it will result in the tenderer being suspended from participating in all tenders invited by JIPMER for a period of two years with effect from the date of withdrawal.

II. PREPARATION OF e-TENDERS

A. Documents comprising the e-Tender

This is a Two-Bid Tender system, consisting of the **Techno-Commercial Bid** and **Price Bid that** are to be uploaded in the prescribed formats in the e-tendering portal.

B. The tender(s) shall only be submitted online as mentioned below:

a) Techno-Commercial Bid shall comprise

1. Fee Cover

i. **E-tender Processing fee** of Rs.590/- (Rupees five hundred and ninety only) inclusive of 18% GST payment receipt duly self-attested and rubber stamped should be uploaded.

ii. Scanned copy in pdf format of **EMD receipt** or, if EMD exemption is claimed, **copy of valid registration for Tendered goods** details proving that the bidder is a **Startup registered with Department for Promotion of Industry and Internal Trade (DPIIT)** or **Micro or Small enterprise** as defined in MSE Procurement Policy issued by **Department of Micro, Small and Medium Enterprises (MSME**) or with **National Small Industries Corporation**, should be uploaded.

2. In the cover named "**Prequal**/Technical" the scanned copy in pdf formatof the following documents are to be uploaded:

i. The **Bidder's Profile** as in **Annexure-I** and **Tender Form**, as in **Annexure-III** must be downloaded, duly filled, signed and stamped along with an **Authorization letter** for signing tender documents if a person other than the Owner, Partner, Managing Director is signing the documents, must be uploaded as a single PDF file.

ii. **Copies of Supply orders/Completion certificate** in support of Eligibility condition 1 and 2 and **Copies of abridged Annual report of last 03 years** (Income tax return acknowledgement, Assets and Liabilities, Balance sheet and Profit & Loss Account)must be uploaded as a single PDF file

iii. Copy of Valid registration of the agency/firm under Shop &Establishment Act

iv. Copy of **GST registration certificate** and Copy of **PAN Card** must beuploaded as a single PDF file.

v. **Bank Details** (Beneficiary name, Bank name, Account number, IFSC code, Branch address on letterhead) must be uploaded as a single PDF file.

vi. Bidders who are claiming **exemption of EMD** should submit the copy of exemption certificate as well as **bid security declaration** in the format as enclosed in **Annexure-IV** along with **any other document** that the bidder wishes to submit as a **single PDF file.**

vii. **The Check list as in Annexure -V duly filled.**

b) <u>Price Bid:</u>

Prices are to be quoted in the prescribed Price Bid format provided in the e-tender portal using the BOQ template only. The price should be quoted for the **<u>accounting unit</u>** indicated in the e-tender document.

<u>Note:</u>

i) The bidder has to be diligent while filling up the Techno-Commercial Bid provided in prescribed formats and must not tamper with the contents of the sheets.

ii) Bidders must ensure that the documents uploaded in pdf format are legible.

iii) It is the responsibility of bidder to go through the Tender document to ensure furnishing all required documents in addition to above, if any.

iv) A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

v) A bid, which does not fulfill any of the above requirements and/ or give evasive information/reply against any such requirement, shall be liable to be ignored.

vi) Tenders sent by fax/telex/cable shall be ignored.

C. Digital Signing of Tender

The tenderers shall submit their tenders as per the instructions contained above. Tenders shall be uploaded with all relevant tender documents in the prescribed format. The relevant tender documents should be uploaded by an authorised person having Class 3 digital signature certificate.

D. Tender currencies.

The tender shall be quoted only in INR.

E. Additional information and instruction on GST:

If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later. The rate of GST quoted in thetender shall be taken for price comparison. However, the rate of GST quoted in the tender orthe actual rate of GST applicable, whichever is lower shall be payable by the purchaser. The supplier can charge a higher GST than quoted in the tender only if the rate of GST was revised by the government after the tender closing date.

III. Earnest Money Deposit (EMD)

i. The tenderer shall furnish along with its tender, Earnest Money for an amount of **Rs.84,000/- (Rupees eighty four thousand only)**. The Earnest Money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct.

ii. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as **Startup registered with Department for Promotion of Industry and Internal Trade (DPIIT) or Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME**) or with **National Small Industries Corporation**, shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DPIIT or MSME or NSIC, as the case maybe).

iii. The earnest money shall be denominated in Indian Rupees only and paid through SBI collect only. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.

iv. Unsuccessful tenderers' earnest money will be returned to them without any interest after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

v. Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails

vi. The bidder hereby declares that they accept the condition that if they withdraw or modify their bids during period of validity etc., they will be suspended for a period of two years from participating in any tender invited by JIPMER, Puducherry with effect from the date of their withdrawal or modification of their bid.

IV. TENDER OPENING

1. The Tender Inviting Authority will open the e-tenders at the specified date and time andat the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be opened at the appointed time and place on the next working day.
2. Authorized representatives of the tenderers, who have submitted tenders on time, may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
3. This being a Two-Bid Tender system, the **Techno-Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. During the Techno-Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only theTechno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial tender.

V. SCRUTINY AND EVALUATION OF TENDERS

a) Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender enquiry document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

b) Scrutiny of Tenders

i) The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have

been furnished and, whether the documents uploaded are in legible form.

ii) The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

iii) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.

iv) The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;

a) Tender validity is shorter than the required period.
b) Non-submission of EMD receipt or EMD exemption certificate.
c) Non-submission of receipt of tender processing fee.
d) Tenderer has not agreed to give the required performance security of required amount in an acceptable form.
e) Poor/ unsatisfactory past performance.
f) Tenderers who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
g) Tenderer is not eligible as per tender conditions.
h) Tenderer has not quoted for the entire quantity as specified in the List of Requirements/ BOQ for the quoted.
i) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

VI. Minor Informality/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser finds any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifyingthe point at issue in clear terms, that tender will be liable to be ignored.

VII. Award of work

a. The selection of the agency will be at the sole discretion of the Director,JIPMER who reserves the right to accept or reject any or all proposals without assigning any reason thereof.
b. The contract for supply of **Fruits** for Department of Dietetics shall be awarded to the **Highest Quoted discount** tender.
c. Upon evaluation of offers the decision on the award of contract will be intimated to the successful bidder.
d. The annual estimate is given only as an indication. The actual quantity procured may increase or decrease. No assurance is given that the quantity stated will be procured.

VIII. Code of Integrity in Public Procurement; Misdemeanours and Penalties

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GCC-clause 14 (including the penalties prescribed therein) shall be considered to be part of this clause of GIT (even though it is not being reproduced here for the sake of brevity) and shall apply mutatis mutandis during the pre-award tender process.

Section-V
GENERAL CONDITIONS OF CONTRACT (GCC)

1. All the items supplied by the successful tenderer should be **good quality** and **neatly packed**.
2. If any product is found to be substandard in terms of that product packaging and at the time of use, the told quantity mentioned in supply order is to be replaced including consumed items without any extra cost to the hospital immediately failing no payment will be made for the quantity already consumed.
3. The bidder would be wholly responsible for the supply of **Fruits** and to deliver the items to kitchen of Dietetics Department, JIPMER without any extra charges.
4. Statutory documentation such as GST etc., are the sole responsibility of the supplying agency/firm.
5. The bidder at all times should indemnify JIPMER against all claims, damages or compensation under various statutory provisions.
6. In case of breach of any terms and conditions of the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by the vendor to JIPMER besides annulment of the contract and such other measures as deemed appropriate by the Director.
7. Indent will be issued to the agency/firm as and when required by the department of dietetics.
8. Indent should be executed by the agency/firm within the stipulated time mentioned in the indent. In case the indent is not executed satisfactorily within the stipulated time the institution reserves the right to purchase the item from open market and recover the difference in cost from the firm including from performance security, unpaid bills and any another amounts due to the vendor, besides initiating other legal action for recovery of the money.
9. **The rate quoted (discounted rate quoted from the statistical rate given by the directorate of economics and statistics department, Government of Puducherry.) in the tender will be fixed for the whole contract period.**

10. **Payment Procedure**

Payment will be considered on monthly basis. The contractor shall submit bill in triplicate by the 7th day of each month for the work executed up to end of previous month in a prescribed format. Bill must be raised based on the rate quoted in tender.

After submission of monthly bill complete in all respect by the contractor every effort shall be made to ensure that the payment is made within 60 days of submission of bill.

No advance payment will be considered.

TDS will be deducted as per provision of Income Tax Act, GST Acts and other statutes as relevant.

11. **Liquidated damages**

Whenever and wherever it is found that the supply of items by the supplying agency is not up to the mark, it will be brought to the notice of the agency and agency is responsible for replacing the item immediately. If it is not replaced within the stipulated time the

institution shall buy the item from any other sources including open market and recover the difference in cost from the firm including from performance security, unpaid bills and any other amounts due to the vendor, besides initiating other legal action for recovery of the money. In addition, a penalty of @25% cost of supply per occasion shall be imposed. In case there is default in supply for more than two occasions, it will be awarded to the next lowest firm as mentioned in the "**Risk Clause**". The decision of Director JIPMER shall be final, in this regard.

12. Risk Clause

The contractor shall at all times have standby arrangements for carrying out the work under the contract, in case of any failure of the existing arrangements. JIPMER reserves the right for termination of the contract at any time by giving 90 days written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected bidders at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered by JIPMER from the contractor's Security Deposit or pending bills or by raising a separate claim. JIPMER may also terminate the contract without notice in case of fraudulent or criminal action on the part of the contractor besides such other legal and punitive action as deemed appropriate by the Director.

I. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the department.
II. In the event of loss/damage of the item at the premises of the department premises due to negligence/carelessness of contractor staff, then the contractor shall compensate the loss to JIPMER.

13. Termination clause

During the period of agreement if it is found that the agency is not providing proper services or charging by fraudulent manner or otherwise, JIPMER reserves rights to forfeiture the security deposit made by the vendor or part thereof and agreement will be terminated after giving 90 days' notice. Furthermore, in such situations, tender can be allotted to second lowest bidder and the difference in cost shall be recovered from the earlier vendor who is breach of the contract. JIPMER may also terminate the contract without notice in case of fraudulent or criminal action on the part of the contractor besides such other legal and punitive action as deemed appropriate by the Director.

A. Termination for default

1. The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser /Consignee pursuant to General Conditions Of Contract (GCC).

2. In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to General Conditions Of Contract (GCC), the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement

during the entire originally intended period of contract.

3. Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

B. Termination for insolvency

1. If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and /or will accrue thereafter to the Purchaser/Consignee.

C. Force Majeure

1. General Conditions of Contract (GCC), the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
2. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non–performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
3. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee 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.
4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
5. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

D. Termination for convenience

The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee's) convenience, by serving written notice of 90 days on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective. Similarly the supplier can terminate the contract by giving a notice of 90 days to the purchaser. The notice shall specify that this is for the convenience of the supplier. Provided the termination takes effect after proper notice as mentioned in the clause no penalty shall be imposed on the supplier.

14. <u>Code of Integrity in Public Procurement; Misdemeanours and Penalties</u>

14.1 Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1. **"Corrupt practice"** - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process.
2. **"Fraudulent practice"** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract.
3. **"Anti-competitive practice"** - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
4. **"Coercive practice"** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
5. **"Conflict of interest"** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;
6. **"Obstructive practice"** - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

14.2 Obligations for Proactive Disclosures:

Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity. Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organization from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

14.3 Misdemeanors and Penalties

The following shall be considered misdemeanors - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts commits any of the following misdemeanors:

a) violates the code of Integrity mentioned in GCC-clause 14.1 or the Integrity Pact if included in the Tender/ Contract.
b) any other misdemeanor, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Security Declaration'.
c) has been convicted of an offence:
   a. under the Prevention of Corruption Act, 1988; or
   b. under the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
d) is determined by the Government of India to have doubtful loyalty to the country or national security consideration.
e) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

14.4 <u>Penalties for Misdemeanors</u>

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanor in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

14.4.1 if his bids are under consideration in any procurement

1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
2) calling off any pre-contract negotiations, and;
3) rejection and exclusion of Bidder from the Tender Process

14.4.2 if a contract has already been awarded

1) Termination of Contract for Default and availing all remedies prescribed thereunder.
2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
3) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate)

14.4.3 Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

1) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices.

2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this subclause.

3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.

4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

5) Debar, a bidder/ contractor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of Joint Venture/ consortium, all its members shall also stand similarly debarred:

a) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanors listed in sub-clause GCC 14.3) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.

b) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanors listed in sub-clause GCC 14.3) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

15. <u>Jurisdiction of the courts</u>

Jurisdiction of the courts for settlement of disputes: - Jurisdiction for the settlements ofdisputes if any is Puducherry only.

In the above-mentioned conditions Director JIPMER reserves all the rights.

Officer-in- Charge
Purchase Section
For
Director, JIPMER, Puducherry – 6

Annexure-I

BIDDER'S PROFILE

This form duly filled and signed by authorized representative of the bidder and the scanned copy must be uploaded online

1.	Name & Designation of the contact person	
2.	Name and Address of the Tenderer	
3.	Phone No a) Land line number (functional between 9 am and 5pm)	
4.	Mobile No of contact person(available from 9am to 6pm)	
5.	Email ID of the Tenderer	
6.	Email ID of the contact person	
7.	Local supplier/Distributor in Chennai/ Puducherry or any other place (complete address must be written)	

If there is any change in the above details, I will immediately intimate you by speed post or fax oremail

I .....hereby declare that the details given above are true to the best of my knowledge and I have thoroughly read and understood the terms and conditions of the tender and shall abide bythe rules,

Signature

Dated: (Name and Designation & Seal)

NB: This form must be duly filled in by an authorized person.

Annexure – II

DECLARATION

On non-Judiciary stamp paper of Rs.100/-

NAME OF WORK: E-TENDER FOR SUPPLY OF FRUITS FOR THE DEPARTMENT OF DIETETICS, JIPMER, PUDUCHERRY – 605006 FOR THE PERIOD FROM 1st April 2026 – 31st March 2027

Dear Sir,

1. I / We_hereby submit the e-tender application for the above mentioned works.
2. I /We hereby declare that I/we have perused and understood the tender document and accept all the terms and conditions, stipulated by JIPMER in connection with the tender for supply of **supply of Fruits** for Dietetics Department, JIPMER, Puducherry for a period of one year.
3. I/we confirm that all cuttings and over-writings have been deleted and re-written afresh and initialed wherever required.
4. Each and every page of the tender document has been signed and seal/stamp of the firm/Agency/Company affixed and the same has been scanned and uploaded. .
5. Firm/Agency/Company has not been blacklisted / debarred by any government / public sector organization in last 7 years.

Signature of the owner/ManagingPartner/Director

Date: Name:
Place: Seal:

N.B.: The above declaration, duly signed by the authorized signatory of the company, should be enclosed with the bid.

Annexure-III
TENDER FORM
(On Firms' Letter Head)

To
The Director
JIPMER, Puducherry 605006

Date_____

Ref. Your TE document No._____dated _____

We, the undersigned, have examined the above-mentioned TE document, including amendment/corrigendum No._____, dated_____(if any), the receipt ofwhich 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 as shown in the price schedules 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 in terms of GCC, Special Conditions of Contract, for due performance of the contract.

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and we certify that this bidder is not from such a country/ from such a country and has been registered with the Competent Authority and a copy of the valid registration by the Competent Authority is attachedas evidence of the same (Strike out what is not applicable). In case there are Turnkey works to be carried out this bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that this bidder fulfills all requirements in this regard and is eligible to beconsidered.
We agree to keep our tender valid for acceptance as required in the GIT, Special Instructions to Tenderers" 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 in the last 7 years.

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 authorized to sign tender for and on behalf of

Annexure-IV

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD
(On Bidders Letter head)

I / We, the authorized signatory of
M/S……..,
participating in the subject tender No……for
the item / job of ....., do hereby declare:

(i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject to Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity OR I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline OR I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of JIPMER, Puducherry for a period of one year from the date of committing such breach.

Signature and Seal of Authorised Signatory of Bidder
Name of Authorized Signatory .....
Company Name….....

Annexure-V

CHECK LIST FOR SUBMISSION OF TENDER
(To be filled by the tenderer and submitted along with the bid)

Sl. No.	Particular	Yes / No
1	Tender Form duly signed and stamped (Complete tender document)	
2	E.M.D. SBI Collect receipt/ or Those exempted from submission of EMD must submit certificate issued by Department for Promotion of Industry and Internal Trade(DPIIT) for Registered Startups or Micro and small enterprises (MSEs) as defined in MSE procurement policy issue by department of Micro, Small and Medium enterprises (MSME)	
3	Tender Processing Fee (Mandatory for all bidders)	
4	BIDDER'S PROFILE as per **Annexure-I**	
5	Bid security declaration as per **Annexure -IV**	
6	Copies of Supply orders/Completion certificate in support of Eligibility condition 1 and 2.	
7	Copy of PAN Card	
8	Copy of Valid registration of the agency/firm under Shop & Establishment Act.	
9	Copies of last three years Income Tax Return statement withBalance sheets & Profit & Lose A/c i.e. 2022-23, 2023-24, 2024-25.	
10	Copy of GST Registration Certificate	
11	Authorization letter for signing tender documents if other than the Owner, Partner, Managing Director.	
12	Declaration as per **Annexure II**	
13	Tender signing authority issued by competent authority in favorof the person who is digitally signing/uploading the tender	
14	FSSAI Certificate	
15	Tender form as in **Annexure III** duly signed and stamped	
16	The bidder must have an average annual turnover of at least Rs.20,00,000/- (Rupees fifteen lakh only) each during the last three financial years i.e. 2022-23, 2023-24, 2024-25.	
17	The bidder must have a retail or wholesale shop within a 50 km radius from Puducherry will be eligible to participate in the tender.	

I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to us and have the authority to bid a tender.

Signature of the Owner/ManagingPartner/Director

Date: Name:

Place: Seal

Signature Not Verified
Digitally signed by PRASHANT SHANKARRAO ADOLE
Date: 2026.02.28 12:55:46 IST
Location: eProcure-EPROC