



# Notice Inviting E-Tender

**E-TENDER**

**FOR**

**SELECTION OF CATERING SERVICE AGENCY FOR PROVIDING AND  
RUNNING MESS FACILITIES**

**AT**

**STUDENT HOSTELS OF AIIMS, BHOPAL**

**E-tender No.: AIIMS/BPL/MC/MESS/2023-24/211 Dated: 21/11/2023**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL**

**Saket Nagar, Bhopal-462020 (India) Ph.0755-2835055**

**Website : [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in) Email : [spsa@aiimsbhopal.edu.in](mailto:spsa@aiimsbhopal.edu.in)**

**E-tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHOPAL**

Saket Nagar, Bhopal-462020 (India)

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E-tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

**PUBLIC TENDER NOTICE**

The Executive Director, AIIMS Bhopal invites E-tenders in Two Bid System (i.e. Technical and Financial Bid) from reputed, experienced and financially sound agency for providing the Catering Services though on line e-procurement portal i.e. <https://www.tenderwizard.com/AIIMSBHOPAL>

Sl. No.	e-Tender No.	Estimated Nos. of Students	Estimated Cost of tender	Item Description	EMD
01	AIIMS/BPL/MC/MESS/2023-24/211 Dated: 21/11/2023	1000 Nos. Students	Rs.2,45,00000 per year	E-TENDER FOR SELECTION OF CATERING SERVICE AGENCY FOR PROVIDING AND RUNNING MESS FACILITIES AT STUDENT HOSTELS OF AIIMS, BHOPAL	4,90,000

download complete set of bidding document from e-procurement platform

<https://www.tenderwizard.com/AIIMSBHOPAL>

The e-tender notice and Tender documents is also available in our website: [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in) / <https://eprocure.gov.in/epublish/app>

Bidders have to submit the bids online by uploading all the required documents through <https://www.tenderwizard.com/AIIMSBHOPAL>

Bid Submission End date : 11/12/2023 at 17.00 Hrs.

Technical Bid Opening date : 12/12/2023 at 15.00 Hrs.

**Bids for this tender will be accepted through online only. Manual bids will not be accepted under any circumstances.**

The Executive Director, Bhopal reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

Sr. Procurement cum Stores Officer  
For & on behalf of The Executive Director, AIIMS Bhopal

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHOPAL**

Saket Nagar, Bhopal-462020 (India)

Website :[www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in) Email : [spsa@aiimsbhopal.edu.in](mailto:spsa@aiimsbhopal.edu.in)

E-tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

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17.	<b><u>Critical Dates</u></b>	<b>Date (DD/MM/YYYY )</b>	<b>Time (Hrs. Mins)</b>
a	Tender Publishing date	21/11/2023	10.00 Hrs.
b	Document download start date	21/11/2023	10.00 Hrs.
c	Document download end date	11/12/2023	17.00 Hrs.
d	Pre-Bid Meeting	28/11/2023	12.00 Hrs. at Central Stores Department ,Service Building-II AIIMS Bhopal.
e	Bid Submission start date	21/11/2023	10.00 Hrs.
f	Bid Submission end date	11/12/2023	17.00 Hrs.
g	Technical Bid opening date	12/12/2023	15.00 Hrs. at Central Stores, 1 <sup>st</sup> floor, Service Building-II, AIIMS Bhopal.

### **Clarification of bidding documents.**

A prospective bidder requiring any clarification of the bidding documents shall contact the Client in writing at the Client e-mail address i.e. [sps@aiimsbhopal.edu.in](mailto:sps@aiimsbhopal.edu.in). The purchaser will respond in writing (e-mail) to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids.

### **Amendments in Bidding Documents**

At any time till **7 (seven) days** before the deadline for submission of bids, the AIIMS Bhopal may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. AIIMS, shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders

For any query related with this E-tender should be mailed to <https://www.tenderwizard.com/AIIMSBHOPAL> For E - tendering Queries contact Representative of ITI Limited (Bhopal). Email : [twhelpdesk674@gmail.com](mailto:twhelpdesk674@gmail.com) , Mob: 09981783170, 9039006656. AIIMS Bhopal Email: [sps@aiimsbhopal.edu.in](mailto:sps@aiimsbhopal.edu.in) , 0755-2835055.

**Note: Manual bids will not be accepted under any circumstances.**

Sr. Procurement cum Stores Officer  
For & on behalf of The Executive Director, AIIMS Bhopal

## E-TENDERING INSTRUCTIONS TO THE BIDDERS

The bidders are required to submit soft copies of their bids electronically on the [tenderwizard.com/AIIMSBHOPAL](http://tenderwizard.com/AIIMSBHOPAL) Portal, using valid Digital Signature Certificates. The Instructions given below are meant to assist the bidders in registering on the [tenderwizard.com/AIIMSBHOPAL](http://tenderwizard.com/AIIMSBHOPAL) Portal, prepare their bids in accordance with the requirements and submitting their bids online on the [tenderwizard.com/AIIMSBHOPAL](http://tenderwizard.com/AIIMSBHOPAL) Portal. More Information useful for submitting online bids on the [tenderwizard.com/AIIMSBHOPAL](http://tenderwizard.com/AIIMSBHOPAL) Portal may be obtained at: [www.tenderwizard.com/AIIMSBHOPAL](http://www.tenderwizard.com/AIIMSBHOPAL)

### **Instructions:**

#### **1. Tender Bidding Methodology: Two Stage Online Bidding**

#### **2. Broad outline of activities from prospective Bidders:**

1. Procure a Class III Digital Signature Certificate (DSC)
2. Register on the e-Procurement portal [www.tenderwizard.com/AIIMSBHOPAL](http://www.tenderwizard.com/AIIMSBHOPAL)
3. Create Users on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, BHOPAL
7. Bid-Submission on the above portal.
8. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part
9. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMS BHOPAL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

#### **3. Digital Certificates:**

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

#### **4. Registration :**

To use the Electronic Tender portal [www.tenderwizard.com/AIIMSBHOPAL](http://www.tenderwizard.com/AIIMSBHOPAL), Contractors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

**Note:** After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated.

5. The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”
6. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be

sole responsibility of bidder that the uploaded documents remain legible.

7. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
8. The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

#### 9. Bid submission

The entire bid-submission would be online on the Tenderwizard portal i.e.

<https://www.tenderwizard.com/AIIMSBHOPAL>

#### **Broad outline of submissions are as follows:**

- (i) Submission of Bid Parts (Technical & Financial)
  - (ii) Submission of signed copy of Tender Documents/Addendums.
10. The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid annexures. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required establishing compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.
  11. The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule as **Annexure-VIII** is to be uploaded.

#### 12. Offline Submissions:

The bidder is requested to submit the following documents offline to **The Sr. Procurement- cum Store Officer, AIIMS Bhopal (MP) – 462020** on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- (a) **EMD:** The Bidder must submit the Earnest Money Deposit in the form of DD/FDR/BG for Rupees 4,90,000/- (Valid for 225 days) in favor of "The Executive Director, AIIMS Bhopal" Payable at Bhopal.
- (b) **Criminal Liability Undertaking on a non judicial stamp paper of Rs.500.**
- (c) **Tender terms and conditions acceptance undertaking on a non judicial stamp paper of Rs.500.**
- (d) **Pre Contract integrity pact on a non judicial stamp paper of Rs.500.**

13. **Performance Security Deposit :** As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will deposit an amount equal to 03 (Three) % of Annual Contract value towards Security Deposit within 15 days of award of contract by way of BG/FDR in favor of "The Executive Director, AIIMS Bhopal" drawn from any commercial bank and payable at Bhopal. Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard. Security deposit will remain valid for the period of 38 Months. The PSD will be refunded on completion of all contractual obligations of the agency including statutory obligations. The amount as deposited may be increased at the later date of contract value so increases.

14. Documents as Per e-Tender.

#### 15. Public Online Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

16. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’ has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’. The portal a unique facility of ‘Online Comparison Statement’ which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled ‘Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/Downloading’. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
17. **Important Note:** In case of internet related problem at a bidder’s end, especially during ‘critical events’ such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder’s responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider’s end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMSBHOPAL by the bidders in time, then AIIMSBHOPAL will promptly reschedule the affected event(s).
18. **Other Instructions**  
For further instructions, the Contractor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.
19. **Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.
20. **The following ‘FOUR KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:**
1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
  2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
  3. Get your organization’s concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
  4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc.)
21. While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Contractors Training Program Necessary training to each and every registered bidder under this portal shall be impacted by the ASP, M/s. ITI, Bhopal, if required, before participation in the online tendering.
22. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission.
23. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
24. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

25. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

***For any further assistance, please contact Representative of ITI Limited (Bhopal) at email: twhelpdesk674@gmail.com, Mob: 09981783170, 9039006656, AIIMS Bhopal Email: spso@aiimsbhopal.edu.in, 0755-2672318***

Sr. Procurement cum Stores Officer  
For & on behalf of the Executive Director, AIIMS Bhopal



**TECHNICAL BID**

Name of the Firm: .....

1. Full Postal Address with tel. ....

No. & Fax No.:- .....

3. Name, Address & Tel. No. of the : .....

The Executive Director/Proprietors & Chief .....

Executive of the firm. Bio-Data of .....

The Executive Director/Proprietors, Chief Executives of the firm should also be enclosed with proof of ownership

4. Copy of License/Registrations with appropriate authority: .....

5. Municipal license for establishment of catering services or mess operation or restaurant.

6. License under Food Safety and Standard Act 2006. (*fssai*)

7. Registration Certificate from Regional Labour Commissioner (Central) Bhopal and Labour License of the said authority.

8. ESI Number and EPF Number : .....

9. TIN Number: .....

10. Pan Number : .....

11. Income tax returns for the last 03 years commencing from 2020-21 to 2022-23 consecutively.

.....

12. GST No : .....

13. Audited balance sheets for given financial years duly certified by Chartered Accountant having the average annual turnover of Rs. **1,96,00,000/- and above** during the Financial years from 2020-21 to 2022-23 consecutively:

.....

14. Total number of employees: .....  
(on date of submission of e-tender)

15. Additional manpower with the Firm : .....  
(They should be engaged immediately if the contract is awarded)

16. Experience of minimum three years for providing catering services to Govt. Agencies/Autonomous Organization/Hospital/Institution/ Corporate Body.(enclose certificates).

The tenderer should submit **minimum experience of three years** for successfully running of the mess/catering services by serving minimum **800 persons** in a day (enclose proof of document to support

the claim, enclose work order and satisfactory completion certificate as proof of document) as per the following format.

Sl. No.	Name of the Organisation whom the services are provided with complete Postal Address with Tel/Mobile no.	Name & Designation of the Employer's contact person with Tel/Mobile no.	Date from which the contract was awarded/completed		Value of Contract	No. of persons deployed by your firm	No. of persons served.
			From	To			

Full Address of the Firm with Tel. No.

Signature of Tenderer \_\_\_\_\_

Date: \_\_\_\_\_

Seal: \_\_\_\_\_

**Documents to be attached to the e-tender (To be enclosed with Technical bid-Cover 1)**

1. **TECHNICAL BID**: TECHNICAL BID AS PER ANNEXURE-I DULY SIGNED AND AFFIXING STAMP ON EACH PAGE ALONG WITH ALL THE NECESSARY DOCUMENT AS PER TECHNICAL BID
2. Particulars of Experience along with certificates, testimonials
3. Copy of Valid Registration certificate
4. Copy of Municipal License for Mess operation
5. License under Food Safety and Standard Act 2006 (*fssai*)
6. Copy of Labour License:  
(If labour license is not available, at the request of successful Bidder form-5 will be issued by the Institute).
7. Tender Acceptance Undertaking on non judicial stamp Rs.500.(Annexure-X)
8. Criminal Liability Undertaking on non judicial stamp Rs.500.(Annexure-XI)
9. Pre Contract integrity pact on a non judicial stamp paper of Rs.500.
10. Copy of EPF Registration:
11. Copy of ESI Registration:
12. Copy of GST Registration:
13. Certificate/verification from local police station:  
(To be submitted within 30 days if job is awarded)
14. Power of attorney:
15. Permanent account number (PAN):
16. Reference of reputed Customers:
17. Scanned copy of Bid Security Declaration form.(Annexure-XII)
18. Income tax return for the year 2020-21, 2021-22 & 2022-23 consecutively.
19. Copies of Work Orders.
20. Copies of the audited balance sheets, including all related notes, income statements for the last three audited years, duly certified by Chartered Accountant/ Company Auditor under his signature & Stamp.
21. PFMS Form
22. Questionnaire

## ELIGIBILITY CRITERIA FOR THE TENDERING COMPANY/FIRM/AGENCY

1. The Tenderer may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per law valid at least for 12 months from the date of the opening of tender.
2. The tenderer should have minimum 3 years experience for successfully running of the Mess/Catering Services by serving approx **800 persons** or more in one unit in a day in Govt. Agencies/Autonomous Organization/Hospital/Institution/Corporate body. Certificate of performance should be enclosed from the Organization(s), where the job has been carried out as per format.
3. The tenderer should have an average annual turnover **of Rs.1,96,00,000/- or above**, during the Financial years from 2020-21 to 2022-23 consecutively.
4. The tenderer should have minimum three years experience in doing similar nature of work and have successfully completed the same. Tenderer should submit the copy of the same.

One similar work of value equal to 80% of annual cost of work i.e. not less than **Rs. 1,96,00,000/-** from any Govt. Agencies/Autonomous Organization/Hospital/Institution/Corporate Body in last three financial years i.e. 2020- 21, 2021-22, 2022-23 consecutively.

**OR**

Two similar works of value equal to 50% of annual cost of work or not less than **Rs. 1,22,50,000/-** each from any Govt. Agencies/Autonomous Organization/Hospital/Institution/ Corporate Body in last three consecutively financial years.

**OR**

Three similar work of value equal to 40 % of annual cost of work or not less than **Rs. 98 Lakh** from any Govt. Agencies/Autonomous Organization/Hospital/Institution/ Corporate Body in the last three consecutively financial years.

5. The tenderer should have and furnished the attested copy of License/Registrations with appropriate authority:
  - a. Registered under the **Food Business Operator(FBO)** and must have *fssai* certificate/License under Section 31(1) *fssai* Act 2006, also to follow the General Hygenic and Sanitary Practice(GHSP) as stipulated in Part V of Schedule 4 of FSS (Licensing and Registration of Food Business), Regulations,2011.
  - b. Catering, food outlet & labour license.
  - c. Municipal license for establishment
  - d. Registration Certificate from Regional Labour Commissioner (Central) Bhopal & Labour License of the said authority
  - e. ESI Number & EPF Number
  - f. TIN

- g. PAN Number
- h. GST No.
- i. Income tax return for the financial year 2020-21, 2021-22 & 2022-23 consecutively.

6. Conditional bids shall not be considered and will be out-rightly rejected in very first instance.
7. The bidder should have their registered office / branch in Bhopal. If not, an office should be opened in Bhopal within 30 days from the date of the award of work.
8. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency) and bidder has to submit certificate on letter head.
9. The bidder shall submit affidavit that the agency is/ has not been blacklisted by any organisation of Central Govt. / State Govt. / any PSU.
10. Satisfactory performance certificate issued by the organisation as per Sl.No.2 of eligibility criteria issued during the last three financial years.
11. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
  - a. Catering, food outlet & labour license
  - b. Food Safety and Standards Authority of India (*fsai*)
  - c. Municipal license for establishment
  - d. Registration Certificate from Regional Labour Commissioner (Central) Bhopal & Labour License of the said authority. (In case not available then undertaking on letter head to submit within 30 days if job is awarded)
  - e. ESI Number & EPF Number
  - f. VAT/TIN
  - g. PAN Number
  - h. GST No.
  - i. Income tax return for the financial year 2020-21, 2021-22 & 2022-23.
12. The Contractor shall be responsible for engaging adequate number of Cooks having experience of minimum 2 years of cooking of continental food in three Star or above hotel with specialization in North Indian and South Indian along with sufficient trained manpower to provide good quality of mess services in AIIMS Campus at his own cost. The Contractor will ensure discipline and clean character employees with no police cases etc. be deputed at the Institute. The number of all
13. The tenderer should have minimum 3 years experience for successfully running of the Mess/Catering Services by serving approx **800 persons** or more in a day in Govt. Agencies/Autonomous Organization/Hospital/Institution/Corporate body. (enclose work order and satisfactory completion certificate as proof of document) as per the following format.

Sl. No.	Name of the Organisation whom the services are provided with complete Postal	Name & Designation of the Employer's contact person with	Date from which the contract was awarded/completed		No. of persons deployed by your firm	No. of persons served.
			From	To		

	Address with Tel/Mobile no.	Tel/Mobile no.				

Full Address of the Firm with Tel. No. ....

Signature of Tenderer \_\_\_\_\_

Date: \_\_\_\_\_

Seal: \_\_\_\_\_

**Annexure –III**

**SCOPE OF WORK & JOB SPECIFICATIONS**

There are four messes in UG Girls, UG Boys, PG Boys and Nursing Hostel consisting of a Kitchen and adining hall, as per following details:

Sl. No.	Dining Facility	No. of Students
1.	Mess at Four places	<b>PG Boys - 130</b> <b>UG Boys hostel – 400</b> <b>UG Girls -150</b> <b>UG Nursing – 375</b>

1. Strict adherence to the timings, menu and prices of extra items will be made as determined by the Mess Committee in consultation with the Contractor.
2. **To provide breakfast, lunch, evening tea/coffee with snacks and dinner the expected no. of students will be about 1000 which can vary either side.** During the summer and winter vacations, mess shall remain closed, unless prior agreement is reached between the Institute/Mess Committee and the Contractor. The number in summer and winter vacation may reduce but will never be NIL.
3. The Contractor shall, at his cost, maintain adequate stocks of food grain, grocery etc., and adhere to the standards, as prescribed by the Institute.
4. No food which cooked in the Mess shall be taken outside the premises without prior permission of the competent authority.
5. Vegetarian and Non Vegetarian food will be cooked and served separately along-with separate utensils.
6. Kitchens of the above mentioned mess will be handed over to the vendor in “as is where is” condition. Repair/AMC/CMC of the various equipments already available in the kitchen will be the self responsibility of the vendor. The vendor shall also purchase & install equipments necessary for the smooth functioning of the mess. Cooking utensils & Crockery, cutlery, glass ware, bowls, etc. will be the responsibility of the Contractor. AIIMS will not provide any such items. The contractor will make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment etc. Disposable good quality paper made items for tea etc. shall be allowed but not of plastic material. Upkeep of all items provided by the Institute shall be the sole responsibility of the Contractor. Expenses on repairs and maintenance of equipment, if any, shall be borne by the service provider at the time of completion of services the contractor should return the equipments provided by institute in the same condition as they were handed over to him.
7. Refilling of commercial Gas cylinders and procurement of good quality provisions and other consumables is the responsibility of the Contractor.
8. No Income generation be made by the contractor by selling in house cooked food and also no outsider will be allowed to consume food etc. in Mess. Strict adherence to this shall be applied to contractor.
9. Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor.
10. Cleaning and Housekeeping of Kitchen and dining area, will be the sole responsibility of the Contractor. Cleaning of Utensil, Cutlery, Crockery, and Kitchen Equipment furniture will also be the sole responsibility of the Contractor. The Contractor will maintain full cleanliness and hygienic conditions in the canteen area. After every meal all the plates, serving/ cooking utensils

have to be washed every time after use and the plates and spoons have to be sterilized every meal (every week). Cooking vessels, serving accessories etc., has to be sterilized after every day (every week). The mess hall and kitchen has to be disinfected every week (every month) by the Contractor. Fly catchers, mosquito repellent be used by the contractor on regular basis.

11. Contractor will ensure that Water Coolers and purifier should be regularly cleaned and maintained and also as per the instructions by the Hostel Superintendent/warden and mess committee (authority)/Institute.
12. The garbage collected from the kitchen, dining halls, dish wash area should be disposed off right away by the contractor. No garbage should be dumped in and around the campus. The surroundings shall be kept clean and hygienic at all times.
13. The Competent Authority reserves the right to check on cleanliness and upkeep of the premises and quality of provisions & foods any time.
14. The workers of the contractor should maintain personal hygiene and proper dress code be applied. They should behave politely and be amenable to discipline. If in the opinion of the competent authority, the performance of any of the workman deployed is not satisfactory or he / she is not amenable to discipline or his / her behavior is not conducive to retain him / her for their work, he / she shall have to be replaced immediately. The workers should have ID cards with them. There should be proper uniform to the mess works.
15. The proprietor or his representative of (Contractor) shall attend the monthly meeting of the Mess Committee failing which penalty as deemed fit by the Mess Committee/Institute will be imposed. Meeting can be called for by mess committee for any special circumstances with a notice period of 1 day.
16. No accommodation except the changing/resting room will be provided to the Contractor's workmen.
17. Not with standing any other provisions made in the contract, the Executive Director, AIIMS Bhopal reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in the interest of the Institute. The contractor is not eligible for any compensation or claim in the event of such cancellation.
18. The items of food served will be checked by the Quality Assessment Committee constituted by the Mess Committee/Institute. Such quality audit may be a test audit or random audit. In case of dispute on quality between Contractor and the quality assessment team, the Executive Director, AIIMS Bhopal will be the sole arbitrator and his/her decision shall be final and binding on both the parties.
19. The service provider have to pay fixed charges for license fee, water Rs.16.50/1000Liter (per day Maximum usage of water 10000 liter/Mess) & electricity Rs.09/Unit (as per reading of sub meters and amount of electricity per unit will be revised according to MPEB ) as per decision of AIIMS Bhopal Administration



20. The Executive Director, AIIMS Bhopal either directly or through its Mess Committee reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the institute by others and such alterations and variations shall not violate this contract.

#### **Annexure –IV**

#### **ADDITIONAL TERMS AND CONDITIONS FOR SUBMISSION OF BID**

The ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL invites online e-Tender in two-parts from the reputed reputed, experienced and financially sound Contractors for selection of Catering Service Agency for Providing the Running Mess Facilities for students Hostels of AIIMS Bhopal **through**

**only online e- procurement portal** i.e. <https://www.tenderwizard.com/AIIMSBHOPAL> as per details given in Annexure-I. **Bids for this tender will be accepted through online only. Manual bids will not be accepted under any circumstances.**

1. **Duration of Contract** The initial period of contract shall be for 12 months with may be extended by two years, one year at a time depending on performance of the Agency and at discretion of the Executive Director, AIIMS Bhopal or the authority competent for it. An initial period of 3 months will be there for duly assessing the quality and performance of the Contractor by The Executive Director, DSW, and Mess Committee. Contract may be terminated if the performance is not found satisfactory.
2. Minimum of 200 days/year membership for mess is compulsory for each students of hostels.
3. The bid should be complete in all respects. **Incomplete bids will not be considered at all.**
4. A list of **reputed clients** to whom the firm has provided Mess facility to be furnished along-with the bid.
5. Bid should be **valid for a period of 120 days** from the date of tender opening

**6. Penalties for violation or rules, terms and conditions:**

The Contractor will be fined in case of violation of the following rules on the recommendation of Mess Committee as mentioned below.

- A. Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 5,000/- .
- B. 3 or more complaints of insects and/or foreign object cooked along with food found in any food item would invite a fine of Rs. 10,000/- .
- C. 3 or more complaints of unclean utensils in a day would lead to a fine of Rs. 10,000/-
- D. If mess committee agrees that certain meal was not cooked properly then a fine of Rs. 10,000/- .
- E. If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for lunch and dinner, and 10 minutes of breakfast and Tiffin then a fine of Rs. 5,000/-.
- F. Changes in menu of any meal without permission of mess committee would result in a fine of Rs. 10,000/- .
- G. Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs. 10,000/- .
- H. For any rules stated in the agreement:-
  - a. First violation of the rule implies fine as per the rule.
  - b. Second and subsequent violations of the same rule within 30 days of previous fine will attract triple the initial amount of fine on the part of Contractor.
- I. Absence of proprietor or his representative empowered to take decision from mess council meetings on due invitation (which will be held once every month) will attract a fine of Rs. 25,000/- .
- J. As and when Mess Committee proposes a fine it will inform the representative of the Contractor or mess manager and fine will be imposed with consent of the DSW/ADSW/Hostel Superintendent/Resident Warden.

- K. Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine up to 50,000/- decided by the Mess Committee with the consent of Hostel Superintendent.
- L. Severity of hygiene failure shall be assessed and decided by the Mess Committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a fine up to 50,000/- cash and/or summary termination of the Contract.
7. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference and forfeiture of the security deposit amount EMD on Performance Security.
8. The AIIMS Bhopal requires that the bidder suppliers and contractors observe the highest standard of ethics during the execution of such contracts. In pursuit of this policy, the following are defined.
9. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
10. “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of contract.
11. “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of purchaser, designed to establish bid prices at artificial, noncompetitive levels; and “coercive practice: means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of contract.
12. The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question. The Decision of The Executive Director, AIIMS Bhopal shall be final and binding.
- 13. The Bidder must quote the rates as monthly charges per student ( all inclusive) and no separate tax or charges will be paid in the event of the offer being accepted.**
14. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
15. AIIMS Bhopal reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS Bhopal also reserves the right to reject any bid which in the opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
16. Canvassing in any form is strictly prohibited and the renderers who are found canvassing are liable to have their tenders rejected out rightly.
17. The period of the contract may be extended for mutually agreed period after the successful / Satisfactory completion of initial contract at the discretion of the AIIMS Bhopal This office, however, reserves right to terminate this contract without assigning any reason thereof at any time after giving one month notice to the selected service providing Company / Firm / Agency.

18. The Executive Director, AIIMS Bhopal reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.
19. The Executive Director, AIIMS Bhopal reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
20. The Executive Director, AIIMS Bhopal does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
21. The contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to AIIMS and shall indemnify AIIMS against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which AIIMS Bhopal may be party or involved as a result of the contractor failure to comply and of the obligation under the relevant act law which the contractor is to follow.
22. The catering services will be provided to the Students at the fixed rate during entire period of contract and extended period if contract is extended.
23. With prior permission, if any Student is absent for 3 or more days, proportionate rebate in monthly charge will be given.
24. The timings and working days of the Mess will be regulated by the Mess committee.
25. The contractor shall display the list of items & rates in the premises.
26. The Mess should be kept neat & clean and free of unhygienic conditions.
27. The responsibility of maintaining the cleanliness and hygienic condition of the Mess will be of the contractor, at his own cost and proper disposal of waste. In case of violation of this condition, Mess Management Committee may have the right to impose a fine and the contract may be cancelled by giving a week's notice to vacate the premises.
28. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.
29. The contractor will make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment. Disposable good quality paper made items for tea etc. shall be allowed but not of plastic material.
30. The contractor is to be capable to provide Mess facility for the PG, Boys, Girls & Nursing students in the four different locations in the dining hall seating capacity of around 200 students each.
31. The Contractor must have registered under the Food Business Operator(FBO) and must have *fssai* certificate under Section 31(1) FSSAI Act 2006, also to follow the General Hygienic and Sanitary Practice(GHSP) as stipulated in Part V of Schedule 4 of FSS (Licensing and Registration of Food Business), Regulations,2011.
32. The contractor shall be responsible for ensuring safety and maintenance of all the

equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found then the same will be recovered from the contractor. The contractor shall take adequate fire pre-cautions.

33. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the Institute.
34. The successful tenderer shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the Mess staff. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of clothes etc. will be allowed in the Mess.
35. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.
36. Quality of food/services provided will be inspected / checked from time to time and if found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, if deemed necessary.
37. The conduct/characters/antecedents and proper bonafide of the workers in the Mess shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees (permanent, temporary, casual) to the DSW and Mess Committee (Institute). All the employees should be police verified.
38. The decision to award the Mess services contract will be taken on the basis of prices quoted, feasibility, quality and quantity.
39. The contractor will use only the commercial cylinder and ISI marked gas stove for the purpose of cooking.
40. Tenderer shall not sell any cigarette, bidi, pan, alcohol etc. in the Mess and in the AIIMS premises, if anyone is found indulged in these business the person shall be asked to leave the campus immediately and the tenderer shall be liable to lose the contract for breach of this condition.
41. As regards quality of materials and preparation, the tenderer shall ensure that:
  - (a) Food ingredients, additives and materials must be of best quality available in the market,
  - (b) Vegetables, bread, fruits, chicken and other such perishable items should be purchased fresh from the market on daily basis,
  - (c) The Tenderer shall take meticulous care to provide clean and quality food in all preparations,
  - (d) The menu decided by the Mess Committee should be invariably followed. The committee members shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day, and
  - (e) Waste and garbage disposal must be done twice a day on regular basis.
42. The Tenderer shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
43. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than AIIMS Bhopal students, faculty, staff and visiting faculties/guests.
44. The tenderer shall not keep the Mess closed without prior permission from the AIIMS Bhopal authority. Any such incident shall be treated as breach of contract and suitable action including

penalty shall be taken for the same by AIIMS Bhopal, as it may deem fit.

45. **The tenderer shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the Mess services.**

46. **LEGAL TERMS AND CONDITIONS**

There must be at least one **Manager** at each of the individual four locations available during all times when the food is being served. There must be adequate staff available (cooking and Support Staff) at all the four locations failing to which the Contractor can be fined upon.

- a. The Tenderer and his staff shall abide by various rules and regulations of AIIMS Bhopal as prevalent from time to time.
- b. The Tenderer shall comply with all existing labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act,
- c. Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Tenderer in respect of non-compliance of any Labour legislation in force during the validity of the contract, the Tenderer would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
- d. The Tenderer shall submit to AIIMS Bhopal a list of all workers engaged to carry out the catering work, indicating name, age, home address, qualifications, etc, and would also intimate as and when any change takes place. The Tenderer shall not at any time engage any minor to carry out the work under the contract.
- e. The Tenderer shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- f. AIIMS Bhopal would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS Bhopal rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff. The decision of AIIMS Bhopal's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS Bhopal shall have the right to engage any other tenderer to carry out the task.
- g. All the workers engaged by the Tenderer for carrying out tasks under this contract, shall be deemed to be the employees of the Tenderer only. The tenderer shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The tenderer shall also provide its Workers photo-identity cards which shall be checked by the AIIMS Bhopal, as and when necessary.
- h. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
- i. The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
- j. Electricity charges will be as per sub meter fitted in the kitchen on the tariff as per MPERC.

- k. AIIMS Bhopal reserves the right to check cleanliness and upkeep of premises and quality of provisions, and quality of the food.
- l. The dining hall will be furnished by the AIIMS but it will be maintained in good décor and hygienically by the catering contractor.
- m. The Oil that remains from deep frying at the end of the day shall be disposed off and should not be recycled. A record book must be maintained and be made available to mess committee at all individual locations noting down the daily consumption of oil, the information regarding the amount of used oil left over and amount of oil disposed.
- n. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Institution from the agency.
- o. The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the AIIMS etc.
- p. Dispute Settlement: - It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Executive Director, AIIMS Bhopal whose decision shall be final and binding on both the parties.**

**47. Payment Terms:**

- a. **Annual charges-** All students of the hostel have to pay annual charges for the mess well in advance to the institute. The representatives of student's council and Resident doctor's welfare council raised the issue of mess off for some days. It was decided that students will pay minimum charges of 200 days in a year in advance. However if the number of days the mess used exceeds 200 days the extra amount will be paid by the students. Students have to take no dues for the mess fees from the concern authority before appearing the examination or leaving the institute on completion of course.
- b. **Payment to service provider-** payment will be done to the service provider on producing monthly bills verified by hostel superintendent. The process will follow all applicable GFR rules.
- c. The monthly bill shall include supporting documents, satisfactory performance certificate along with documents verifying payment by the agency to its employees in the previous month. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
- d. Similarly, as and when faculty /Staff/visiting faculty avail Mess/mess services, such charges should be collected by the tenderer directly, and the Institute shall not be responsible for the same.

**48. Arbitration:**

If any difference arises concerning this agreement, its interpretation on payment to be made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by the Executive Director, AIIMS

Bhopal. The provisions of Arbitration and Conciliation Act 1996 shall be applicable. The award passed by the arbitrator shall be binding on both the parties.

49. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS Bhopal, which will be at liberty to refuse if it thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.
50. **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Executive Director, AIIMS Bhopal or any Officer authorized by him, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS Bhopal in that event the security deposit shall also stand forfeited.
51. **Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS Bhopal shall have the power to terminate the contract without any prior notice.
52. The AIIMS Bhopal, reserves the right to review the performance of the firm every three months or whenever a need arises, and also to terminate the contract at any point of time during the currency of the contract in case of performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the Executive Director, AIIMS Bhopal or any Officer authorized by him shall be binding on the contract firm. The AIIMS Bhopal further reserves the right to renew the contract for such period(s) as it may deem necessary, taking into account the satisfactory performance of the firm during the currency of the contract.
53. In case of pecuniary and material loss suffered by the Institute on account of negligence attributable to the Contractor or his employees, the AIIMS Bhopal will have the right to forfeit the Security Deposit falls short or found to be insufficient to the loss thus incurred by the Institute, the balance, as may be necessary shall be recovered from the contractual charges due to the contractor's firm.
54. The standard of sanitation will always be upto the satisfaction of the authorized representative or the officer-in-charge whose decision in this regard shall be final and binding on the contractor.
55. The contractor shall supply to his workers all gadgets/articles required for safety purposes, such as gas masks, torch, safety belt, gas lantern etc. He may also maintain a First Aid Box to meet any emergency situation in respect of staff deputed by him.
56. Surprise/routine checks will be conducted by representatives of the administration. On such rounds, if any unsatisfactory performance/non-compliance with the contract is found, AIIMS Bhopal reserves the right to impose a monetary penalty up to 10% (Ten percent) of the actual contract value.
57. After due evaluation of the bid(s) Institute will empanel upto four lowest evaluated responsive tenderers subject to their acceptance to supply at L-1 rate. One or more messes may be assigned to an empanelled Vendor for operation.
58. Conditional bid will be treated as unresponsive and it may be rejected.

**59. Applicable Law:**

- a. The contract shall be governed by the laws and procedures established by Govt. of India,



within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.

- b. Any disputes arising out of or relating to contract is subject to exclusive jurisdiction of Competent Court and Forum in Bhopal, M.P, India only.
- c. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Bhopal. The decision of the Arbitrator shall be final and binding on both the parties.
- d. Institute reserve the right to obtain clarifications and additional documents if any missing before finalization.

**60. Hygiene & Other Standards for the staff provided by the Contractor:**

- a. The contractor shall be responsible for behavior and conduct of his workers. No workman with doubtful integrity of having bad record shall be engaged by the contractor.
- b. The employees should be in proper uniform at the time of work. The uniform provided to the workers by the contractor should be different and distinguish from other categories of the Institute staff with name plate & badges or Identity cards.
- c. The employees should be presentable in appearance i.e. well cut and groomed hair, properly combed, neat shaved etc.
- d. Contractor/service provider shall get medical examination of the staff deployed to ensure that they are free from any contagious diseases and/or are fit for discharge of duties as are assigned to him/her their medical certificate after every six months shall be provided starting from the date of start of work.
- e. The Contractor shall provide its staff, a minimum of two sets of uniforms. The employees shall also display a photo identity card on their person clipped to the shirt at all times.

**61. Right of the AIIMS Bhopal:** - The AIIMS Bhopal reserves the right to suitably increase/reduce the scope of work put to this Tender. In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the contract Document, interpretation of the Clauses by the AIIMS Bhopal shall be final and bindings on both the Parties.

62. Agreeing to execute order to the satisfaction of The Executive Director, AIIMS Bhopal or his authorized representatives within the stipulated time.

63. AIIMS Bhopal will not be liable for any obligation until such time AIIMS Bhopal has communicated to the successful bidder of its decision to release the Work Order.

64. AIIMS Bhopal will not be responsible for any postal delays.

65. Bidders shall note that AIIMS Bhopal will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.

66. Tenders from Firms/Companies/Tenderers whose performance was not satisfactory in respect of quality of services in any organizations, are liable for rejection. The tenders that do not comply with the above criteria and other terms & conditions are liable for rejection.

67. The Executive Director, AIIMS Bhopal does not bind to accept the lowest quotation and reserves the right to himself, to reject or partly accept any or all the quotations received without assigning any reason.

68. All disputes arising out of or relating to this tender or in connection with executing the work

order will be subject to the Jurisdiction of the Courts/forum in Bhopal only.

69. An agreement shall be signed with the successful bidder as per prescribe format.
70. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the AIIMS Bhopal from the Contractor.
71. Food must be made available to students on special circumstances like Navrathri Fasting, Ramzan Roja, sick people etc., as requested by Mess Committee.
72. A Lactometer to assess the milk fat content must be made available by the Contractor at all locations when needed for periodic assessment of milk quality.

## **Annexure-V**

### **Hostel Mess, AIIMS Bhopal Rules pertaining to the daily functioning of the mess:**

1. Mess timing would normally be as under. The Mess Committee however reserves the right to make any alternation in it in consultation with the Contractor:-  
Breakfast: 07.30 – 10:30 (9.30) Hrs. (during weekends and holidays the breakfast timing should be extended till 10.30 Hrs.)  
Lunch: 13.00 – 14.30 Hrs.  
Evening Tea/Coffee & Snacks: 17.00 – 18.00 Hrs.  
Dinner: 20.00 – 22.00 Hrs.
2. Basic menu ( Dal, Rice , Veg. curry & chapatti) is unlimited.
3. Menu as decided by the Mess Committee will strictly be followed.
4. Sufficient counters for every meal shall be made operational. The decision of Mess Committee in this regard shall be final.
5. In case mess is closed on any occasion or owing to pest control etc., special lunch / dinner shall be provided to the student at no extra cost.

6. Salad comprising lemon & any of two of three viz. tomato, carrot, cucumber, beetroots & onion will invariably be provided in every lunch & dinner. Fennel seeds / sugar & pickles shall be provided with every form of meal. Ketchup shall be provided with Samosa, bread pakora, Parantha etc. in breakfast. Imly, tomato Chutney shall be served with kachori, samosa & other forms of chats in Snacks. Groundnut or Coconut Chutney & Sambhar will be served with all south Indian breakfast foods.
7. Whenever butter is provided, Students will be served ~20 gms of butter. Ketchup has to be provided along with dishes like (Maggie, Noodles) Samosa, Paratha etc.
8. Extra items e.g. bowls of curd, non veg. items, and special vegetarian dishes etc. over and above the decided mess menu can be sold at prices decided in by the Committee in consultation with the Contractor.
9. Special meals must be provided on festive occasions like HOLI, Diwali, Eid, Easter and any other special occasions not exceeding 10 per year. As requested by mess committee.

## Annexure-VI

### General Structure of the mess menu

#### Menu (Representational)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Breakfast</b>						
IDLI VADA	ALOO PARATHA+ CURD/BON DA CHUTNEY	UTTAPAMP	POHA /PUFFED RICE POHA	Masala Dosa/RAVA DOSA	AALO PARATHA +CURD	PURI BHAJI
SAMBHAR COCONUT CHUTNEY		SAMBHAR COCONUT CHUTNEY	SEV+ LEMON			
Sprouts (no t mixed already)	Sprouts (no t mixed already)	Sprouts (no t mixed already)	SWEET CORN	Sprouts (no t mixed already)	Sprouts (no t mixed already)	BOILED GROUND NUT

BREAD BUTTER JAM	BREAD BUTTER JAM	BREAD BUTTER JAM	BREAD BUTTER JAM	BREAD BUTTER JAM	BREAD BUTTER JAM	BREAD BUTTER JAM
TEA COFFEE	TEA COFFEE	TEA COFFEE	TEA COFFEE	TEA COFFEE	TEA COFFEE	TEA COFFEE
<b>LUNCH</b>						
BESAN CURRY PAKODA	CHOLE	CHILLI PANEER	BHINDI	UTEER PANEER	KARAVANDA	MALAI KOFTA
CAULIFLOWER	CABBAGE	ALOO MATAR	RAJAMA	UTEER PANEER	BAINGAN MASALA	FROOTI/APPY
ROTI+BUTTER ROTI	PURI	ROTI+BUTTER ROTI	ROTI+BUTTER ROTI	ROTI+BUTTER ROTI	ROTI+BUTTER ROTI	CHAPATI
PLAIN RICE	KERAKA (MATTA ) RICE	PLAIN RICE	TOMOTO RICE	JEERA RICE	PLAIN RICE	PLAIN RICE
KHADI MASOOR DAL	DAL TADKA/ SAMBAR	ARHAR DAL	URAD DAL/ SAMBAR	CHANA DAL	MASOR DAL/SAMBAR	DAL MAKHANI
PAPAD/FRAM	MASALA PAPAD	PAPAD /FRAM	MASALA PAPAD	PAPAD /FRAM	MASALA PAPAD	PAPAD /FRAM
CHUTNEY	PICKLE	CHUTNEY	PICKLE	CHUTNEY	PICKLE	CHUTNEY
<b>SNACKS</b>						
SAMOSA	PAKODE	KACHORI	MAGGI	DHOKLA	SANDWICH	FRENCH FRIES
TEA	TEA	TEA	TEA	TEA	TEA	TEA
<b>DINNER</b>						
BEANS	PALAK PANEER	SEASONAL GREEN VEG.	SEASONAL GREEN VEG.	DRY-GOBHI	FOAN MUSHROOM FRY	PANEER BIRYANI BOONDI RAITA
LAUKI	SOYABEAN	DESI CHANA DRY	RAJMA	GREEN PEA MASALA	CHOLE	AALO MATER+ CHAPATI
ROTI+BUTTER ROTI	ROTI+BUTTER ROTI	ROTI+BUTTER ROTI	ROTI+BUTTER ROTI	ROTI+BUTTER ROTI	BHATURE	9ON ALTERNATE WEWKS)
JEERA RICE	PLAIN RICE	JEERA RICE	PLAIN RICE	JEERA RICE	PLAIN RICE	KADAI PANEER/PANEER BIRYANI
MASUR DAL	TUAR DAL	DAL TADKA	CHANA DAL	DAL MAKHNI	MOONG DAL	PLAIN RICE

### Specific detail of menu

#### Breakfast

Item	Frequency	Quantity	Comments
One item as shown in above table	DAILY	Unlimited	
Tea and Coffee	DAILY	Unlimited	

#### Lunch and Dinner

Item	Frequency	Quantity	Comments
Indian Bread (with or without ghee)	Once per meal	Unlimited	
Plain white rice	Once per meal	Unlimited	
Jeera rice	Once per week	Unlimited	
Sambar and Curd rice	Once per week	Unlimited	
Dal	Once per meal	Unlimited	As per menu without repetition
Dry Sabji or Vegetable curry	Once per meal	Unlimited	As per menu without repetition
Papad	Once per meal	200 GM	
Vegetable salad (Tomatto, Cucumber,beet root.carrot)	Once per meal	Unlimited	With sufficient variation (Onion should be put separately

Pickle/Chutney	Once per meal	Unlimited	
Extra Item Non Veg	As per rates	Registered member only	As per weekly list of extra items

### Tiffin/Snacks

Item	Frequency	Quantity	Comments
Snack as per menu	Daily	Unlimited	
Tea and Coffee	Daily	Unlimited	

### List of Extra Items

(The items and their indicated Rates are purely representational. The final item list and prices may differ based upon a mutual acceptance between Mess Committee and the Caterer)

	<u>Dish</u>	<u>Quantity</u>	<u>Rate (INR)</u>	
<b>Non -Veg</b>	<u>Chicken Sukha</u>	100 gms	50	
	<u>Chicken Biryani</u>		40	
	<u>Chicken Kolahpuri</u>		50	
	<u>Chicken Handi</u>		50	
	<u>Chicken Xakoti</u>		50	
	<u>Chicken koliwada</u>		50	
	<u>Chicken Kolhapur</u>		50	
	<u>Chicken Hyderabadi</u>		50	
	<u>Chicken Handi</u>		50	
	<u>Chicken Lollipop (4pcs)</u>		60	

	<u>Egg Masala</u>		25	
	<u>Egg Biryani</u>		30	
	<u>Fish Fry+Curry</u>		50	
<b><u>Veg</u></b>	<b><u>Dish</u></b>	100 gms	40	
	<b><u>Paneer Belle paper</u></b>		40	
	<b><u>Paneer Machurian</u></b>		30	
	<b><u>Veg crispy</u></b>		30	
	<b><u>Gobi Manchuria</u></b>		35	
	<b><u>Chilly Paneer Dry</u></b>		34	
	<b><u>Paneer Tikka</u></b>		40	

**Brands of consumables permissible in Hostel Mess**

<b>Item</b>	<b>Brand</b>
1. Salt	Tata, Annapurna
2. Spices, Sambhar Powder	M.D.H. Masala, Everest
3. Ketchup	Maggi, Kissan, Heinz, Del Monte
4. Oil	Sunflower, Sundrop, Godrej Saffola, Fortune, Dhara (Use of Hydrogenated (vanaspati) oil is prohibited)
5. Pickle	Mother's or pravin or priya
6. Atta	Ashirvad, Pillsbury, Annapurna, Trishul,
7. Instant Noodles	Maggi, Topremen
8. Flavoured fruit drinks	Rasna, Tang
9. Papad	Lijjat
10. Butter	Amul, Britannia, Mother Dairy, Sanchi
11. Bread	Modern, Top&Town, Omni Bakers
12. Cornflakes	Kellog's, Top's
13. Jam	Kissan or Maggi
14. Ghee	Sanchi, Amul, Mother Dairy, Britannia
15. Shreekhand	Sanchi, Amul
16. Milk	Sanchi, Amul, Mother Dairy (Without water)
17. Paneer	Amul, Sanchi
18. Tea	Brook bond, Lipton, Tata, Taaza
19. Coffee	Nescafe
20. Ice Cream	Amul, Vadilal, Kwaliti, Top & Town
21. Dal	Unpolished
22. Rice	Basmati (at least twice a week) Sona masorie (thin and thick)

The Contractor shall use only branded AGMARK/FPO approved brand raw materials and best quality items for preparing the food. Brands of products will be decided by the Mess Committee for which the Contractor should abide. Use of cooking soda in rice, maida in chapatti and MSG and Vanaspati (Dalda) in other food items is strictly prohibited. A quality control Supervisor will check all materials brought to the mess as well as cooking practices, followed in the event of quality of the food served being poor, adulterated, contaminated, use of expired raw materials or not adhering to contractual conditions, the Mess Committee will be free to impose monetary fine or equivalent special dish as deemed fit on the Contractor.

The Contractor will submit two or three brands (**Agmark**) for each item and the Mess Committee will select the appropriate brands for cooking.

The Contractor may use any other standard/ FP approved brands only if permitted by the Mess committee in writing.



**Financial Bid**

(Upload signed and scanned copy of following Financial Bid Documents in Financial Bid Document Slot of E-Tendering Solution)

To,  
The Executive Director,  
All India Institute of Medical Sciences, Bhopal Saket Nagar,  
Bhopal-462020, Madhya Pradesh

Selection of Catering Service Agency for providing and running Mess facilities at Student Hostels of AIIMS Bhopal Campus.

Particulars	Base Amount (In Rs.)	GST%	GST Amount (In Rs.)	Total Amount including GST (In Rs.)
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
Mess charges per student per month				

Our quotation for providing mess charges per student per month is: Rs. \_\_\_\_\_

(In words) \_\_\_\_\_

The bid includes all taxes applicable from time to time.

**Declaration by the Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Further I/We do not have any objection to AIIMS Bhopal assigning any location to other Contractors as per the Institute convenience as per clause 68 of the Terms and Conditions.

**Note:**

- No other charges would be payable by Client.
- There would be no increase in rates during the Contract period except provision under the terms and conditions.
- If any student, on authorization, is absent for 3 or more days, proportionate rebate will be given in monthly charge.

(Signature of Tenderer with seal)

Name: .....

Address: .....

Phone No (O):.....

E-mail: .....

Place:.....

Date:.....

**QUESTIONNAIRE**

(To be filled and enclosed with Technical bid-Cover 1)

- a. **Name of the Tenderer.**
- b. **Full postal address with Telephone, Telefax, Email.**
- c. **Please specify whether Public Limited, Company, Private Organization or Partnership Firm.**
- d. **Nature of the Business.**
- e. **Date of Establishment.**
- f. **Present Turnover.**
- g. **Permanent Income Tax Ref. No.**
- h. **GST NO.**
- i. **Address & Telephone Nos. Of your branch office in Bhopal.**
- j. **Technical Compliance statement.**
- k. **Reference of reputed Customers.**
- l. **Details of the highest order executed and value thereof.**
- m. **Technical Bid attached.**
- n. **Tender Acceptance.**
- o. **PFMS Form**

**TENDER ACCEPTANCE UNDERTAKING**

(Should be given on Non-Judicial Stamp Paper worth of Rs. 500/- duly Notarized)

**To**  
**The Executive Director,**  
**ALL INDIA INSTITUTE OF MEDICAL SCIENCES Saket**  
**Nagar, (AIIMS) BHOPAL-462020 (M.P.)**

I

S/o

.....R/o..... do hereby solemnly affirm as under :-

That I am a partner / Proprietor / Authorized representative of M/s

.....

1. That the firm has not been blacklisted in the past by any government/private/organization.
2. That the firm has no vigilance case/CBI/FEMA case pending against him
3. That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/VAT/ Sales Tax/ Blacklisting is pending against my firm.
4. Having examined the tender document for “selection of Catering Service Agency for Providing the Running Mess Facilities at Student Hostels of AIIMS Bhopal” we the undersigned hereby offer to provide Mess Facilities in conformity with scope of work and conditions set out in the tender document. We hereby unconditionally accept all the e-tender conditions.
5. We enclosed all the relevant documents as per the e-tender.
6. We understand that you are not bound to accept the lowest or any e-tender received.

**Date :**

**(Signature of Bidder)**

**Name :**

**Designation :**

Seal

**Please Note:- The above Undertaking duly signed and Stamped by the Authorized Signatory of the Company, should be enclosed with Technical Bid Documents and submitted its original hard copy with Technical Bid Envelope and scanned copy must uploaded.**

**CRIMINAL LIABILITY UNDERTAKING**

*(To be executed on Non-judicial Stamp Paper of Rs.500/-duly attested by Public Notary)*

I.....S/o..... Resident of

.....

..... Do solemnly pledge and affirm: -

1. That I am the proprietor /partner/authorized signatory of  
M/s. ....
2. That my firm has not been declared Defaulter, Blacklisted, Debarred by any Govt. Agency during last three financial years (i.e. from 2020-21 to 2022-23) and up till now
3. That NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/ Blacklisting is pending against my firm.

**Name & Signature**

**Seal of the participating Bidder Company**

**Affirmation/Verification**

**PRE-CONTRACT INTEGRITY PACT**

(To be executed on Non Judicial Stamp Paper worth of ₹ 500/- duly notarized by the Bidder along with Bid Document).

Ref: E-Tender no. \_\_\_\_\_ Date: \_\_\_\_\_

This pre-contract integrity pact agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_, between, on one hand, the Executive Director, ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) Saket Nagar, Bhopal, India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

and M/s \_\_\_\_\_ represented by Ms/Mr \_\_\_\_\_, Designation \_\_\_\_\_, (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to Procure Equipment/Consumables/Goods under Rate Contract at All India Institute of Medical Sciences Bhopal and the BIDDER is willing to offer / has offered the same and

WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/PSU/Partnership Firm, constituted in accordance with the relevant law in the matter and the BUYER (i.e. AIIMS Bhopal) is an Autonomous Institute under Ministry of Health & Family and Welfare, Government of India under the *Pradhan Mantri Swasthya Suraksha Yojna*(PMSSY) performing its functions in Health care.

NOW, THEREFORE,

To avoid all forms of corruptions by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to finalize a Bidder Company for supply of requested Items at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures:

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER :**

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

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

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

**Commitments of BIDDER :**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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

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

3.3 BIDDER shall disclose the name and address of agents and representatives in India.

3.4 BIDDER shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of bid. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression:-**

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

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the bid process or the contract, if already awarded, can be terminated for such reason.

**5. Earnest Money Deposit (EMD):-**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (as will be specified in NIT of e-Bid Document) as Earnest Money Deposit with the BUYER through the instruments as specified in the Bid Document.

5.2 The Earnest Money Deposit shall be valid up to a period, as will be specified in Bid Document, from the date of opening of bids and be suitably extended as requested by AIIMS Bhopal.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Security Deposit in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Security Deposit in case of a decision by the BUYER to the forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money Deposit/Performance Security Deposit for the period of its currency.

**6. Sanctions for Violations:-**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) Forfeiture of the Security Bid Bond (in pre-contract stage) and/or Performance Security Bond (after the contract is signed) stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the bidder from participating in future bidding processes of the Government of India for minimum period of five years, which may be further extended at the discretion of the BUYER.



- (viii) To recover all sums paid in violation of this pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Security Deposit in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7 Applicability of Fall Clause :**

If at any time during the execution of the contract, the Contractor/Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he (Bidder) shall forthwith notify The Executive Director, AIIMS Bhopal (Buyer). The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bhopal by the Bidder or AIIMS Bhopal (Buyer) will deduct from the pending bills/Performance Security Deposit to recover the lose to the Government.

## **8. Facilitation of Investigation :**

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

## **9 Law and Place of Jurisdiction:-**

9.1 The laws of the Government of India shall govern this contract. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

9.2 The courts at Bhopal District will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Bhopal District court shall have jurisdiction in the matter.

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

**11 Validity:-**

11.1The validity of this Integrity Pact shall be from date of its signing and extend up to one years or the complete execution of the Rate Contract Agreement to the satisfaction of both the BUYER and the BIDDER/Seller. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the Signing of the Contract Agreement with successful Bidder.

11.2Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intensions.

For and on behalf of the 'Bidder'	For and on behalf of the "Executive Director, AIIMS Bhopal"
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<p>Signature of the authorized Official Name of the Official</p>  <p style="text-align: center;">Stamp / Seal of the 'Bidder'</p>  <p>SIGNED, SEALED AND DELIVERED By the Said</p> <p>-----Name on behalf of the 'Bidder' in presence of</p>  <p>Witness 1: _____</p>  <p>Name : _____</p>  <p>Address: _____</p>  <p>Witness 2: _____</p>  <p>Name : _____</p>  <p>Address: _____</p>	<p style="text-align: center;">Stamp / Seal of the 'Buyer'</p>  <p>SIGNED, SEALED AND DELIVERED By the Said</p> <p>-----Name on behalf of the 'Buyer' in presence of</p>  <p>Witness1: _____</p>  <p>Name : _____</p>  <p>Address: _____</p>  <p>Witness2: _____</p>  <p>Name : _____</p>  <p>Address: _____</p>
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**Annexure-XIII**

**FORMAT FOR PERFORMANCE SECURITY BANK GUARANTEE**

**To  
The Executive Director,**

**E-tender No.: AIIMS/BPL/MC/MESS/2023-24/..... Dated: 00/00/2023.**

**Page 43 of 45**

**All India Institute of Medical Sciences (AIIMS) Bhopal  
Saket Nagar, Bhopal- 462020 (MP) INDIA**

**Ref: E-tender No.: AIIMS/BPL/MC/MESS/2023-24/..... Dated: 00/00/2023.**

WHEREAS \_\_\_\_\_

(Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no \_\_\_\_\_ to supply (Stores) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to ..... ( ... ) months from the date of satisfactory acceptance of Supplies in the User Department at AIIMS Bhopal i.e. up to \_\_\_\_\_ (indicate date).

.....  
(Signature with date of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the issuing Branch, including Telephone No. & Email ID

**Annexure-XIV**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL  
PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS) CONTRACTOR  
REGISTRATION FORM**

PFMS UNIQUE CODE:

(This code will issued by the AIIMS Bhopal's Finance Deptt.)

S. No.	Head Name	Details
1	Contractor Name	
2	Father/Husband/Owner Name	
3	Date of Birth	
4	PAN Number (Preferably in the Name of Firm) (A duly singed and stamped copy must enclosed)	
5	Aadhaar Number	
6	TAN Number (A duly singed and stamped copy must enclosed)	
7	GST Number (A duly singed and stamped copy must enclosed)	
8	Service Tax No. (A duly singed and stamped copy must enclosed)	
9	Address 1	
10	Address 2	
11	Address 3	
12	City	
13	Country	
14	State	
15	District	
16	Pin Code	
17	Mobile No.	
18	Phone No.	
19	Email ID	
20	Bank Name	
21	IFSC Code	
22	Account Number	
23	Cancelled Cheque Copy must enclose	

**Note: All above requested documents duly attested copies with this form must be enclosed by the Contractor**

DATE : .....

PLACE: .....

CONTRACTOR SIGNATURE WITH SEAL