



# अखिल भारतीय आयुर्विज्ञान संस्थान नागपुर

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NAPUR

Address: Plot No. 2, Sector-20, MIHAN, Nagpur- 441108

Email: - [procurement@aiimsnagpur.edu.in](mailto:procurement@aiimsnagpur.edu.in)

Ph.No.0710-3295590

## Notice Inviting Tender

For

**“Hiring of Agency for Providing Hostel Mess Service**

At

**All India Institute of Medical Sciences, Nagpur**

### CRITICAL DATE SHEET

Published Date	28/07/2025 Time 17.00 Hrs
Bid Document Download / Sale Start Date	28/07/2025 Time 17.05 Hrs
Bid Submission Start Date	29/07/2025 Time 09.00 Hrs
Bid Submission End Date	25/08/2025 Time 15.00 Hrs
Bid Opening Date	26/08/2025 Time 15.00 Hrs

### **DISCLAIMER**

This tender is not an offer by the All India Institute of Medical Sciences, Nagpur, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorised officers of AIIMS, Nagpur with the selected bidder/firm/agency.

1. Executive Director AIIMS Nagpur invites online bids on single stage two bid systems for “Hiring of Agency for Providing Mess (**Dining Hall 1 & 2**) Services at AIIMS, Nagpur”. Manual bids shall not be accepted.
2. Tender document may be downloaded from AIIMS web site [www.aiimsnagpur.edu.in](http://www.aiimsnagpur.edu.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.
3. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
4. Bid documents may be scanned with 100 dpi with black & white option which helps in reducing size of the scanned document.
5. Tenderer who has downloaded the tender from the AIIMS website [www.aiimsnagpur.edu.in](http://www.aiimsnagpur.edu.in) and Central Public Procurement Portal (CPPP) e-Procurement website <https://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and tenderer is liable to be banned from doing business with AIIMS Nagpur.
6. The Technical bid should include as per Annexure –I
7. **Manual bid shall not be accepted in any circumstance.**
8. The complete bidding process is online bidding, Bidder should be in possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.

9. **EARNEST MONEY DEPOSIT [EMD]:-**

Earnest Money Deposit (i.e. ₹ 8,00,000/-) to be deposited in the form of **Insurance Surety Bonds/Account Payee Demand Draft/ FDR/ Banker’s Cheque or BG (including e-Bank Guarantee)**. **In the case of EMD is submitted in the form BG the same need to be essentially linked to SFMS by issuing bank for verification.** Scanned copy to be enclosed with technical bid. It is also clarified that the bids submitted without earnest money will be summarily rejected. **The Insurance Surety Bonds/Account Payee Demand Draft/ FDR/Banker’s Cheque or BG (including e-Bank Guarantee) may be prepared in the name of "The Director, AIIMS, Nagpur"**. The EMD (Original Insurance Surety Bonds/Demand Draft/ FDR/Banker’s Cheque or BG (including e-Bank Guarantee) or any exemption certificate) must reach at Store Office, Ground Floor, Admin Block, Plot No. 2, Sector 20, MIHAN, Nagpur prior to opening of tender.

- No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Nagpur in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited
- Tenders without Earnest Money will be summarily rejected.
- No claim shall lie against the AIIMS Nagpur in respect of erosion in the value or interest on the amount of EMD.
- If MSME firm (only Micro and Small Enterprises) is registered for above tendered item, then the firm will be exempted for submission of EMD amount. Firm must upload scanned copy of following documents in support of exemption.
  - a) District Industries Centers (DIC)
  - b) Khadi and Village Industries Commission (KVIC)
  - c) Khadi and Village Industries Board
  - d) Coir Board
  - e) National Small Industries Corporation (NSIC)
  - f) Directorate of Handicraft and Handloom
  - g) Any other body specified by Ministry of MSME (MoMSME)
  - h) Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum/Udyam issued by MoMSME.
  - i) Startups firms as recognized by Department of Industrial Policy & Promotion (DIPP) is also exempted for depositing of EMD amount. Valid documents should be uploaded.

- The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
- EMD should remain valid for a period of 90 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.

**10. Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.**

**11. Quotations/Bid should be valid for 90 days** from the tender due date i.e. tender opening date.

12. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, and GST registration.

13. The GST registration details may please be furnished.

14. The bidder must be able to provide the service within specified time period as prescribed in the Work Order. Furthermore on completion of the stipulated time period, Work Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions as per Institutes norms.

15. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.

16. All disputes shall be subject to Nagpur Jurisdiction only.

**17. AIIMS Nagpur reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.**

18. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> in Administrative office at AIIMS Nagpur Premises at the time of bid opening.

i. Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned services

ii. No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.

19. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.

**Deputy Director (Admin),**  
For and on behalf of **Executive Director, AIIMS Nagpur**

### **Scope of Work:**

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 Caterer.
2. The strength of mess members is expected to be **Approx. 1100** during the contract. The same may be increased / decreased.
3. The caterer 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 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.
6. Major civil and electrical works will be attended by Institute. Minor maintenance jobs such as replacement of light bulbs, tube lights etc. shall be the responsibility of the contractor.
7. Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor.
8. Cleaning and Housekeeping of Kitchen and dining area, will be the sole responsibility of the caterer. Cleaning of Utensil, Cutlery, Crockery and Kitchen Equipment furniture will also be the sole responsibility of the caterer. Caterer will maintain full cleanliness and hygienic conditions in the canteen.
9. The Competent Authority reserves the right to check on cleanliness and upkeep of the premises and quality of provisions & foods.
10. The workers of the contractor should maintain personal hygiene. 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.
11. The caterer shall attend the meetings of the Mess Committee, failing which penalty as deemed fit by the Mess Committee will be imposed.
12. No accommodation except the changing / resting room will be provided to the caterer's workmen.
13. Notwithstanding any other provisions made in the contract, the Executive Director, AIIMS, Nagpur 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.
14. The Executive Director, AIIMS, Nagpur either directly or through its Mess Committee reserves the right of altering the specifications/scope 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.
15. The mess facility will cater to UG & PG students of AIIMS Nagpur. Only PG students will have the option of single meal facility. Payment will be made online directly to caterer. The Mess Committee will not be involved in Payment related matters.

## Terms & Conditions

### **A. General Conditions:**

1. **Period of Contract:** The contract period shall commence on the date of Commencement and shall remain **for One year and extendable for one year or more** based on the performance of contractor and on mutual agreement of both parties.

2. All the Technical Bid will be scrutinized by the evaluation committee constituted by The Executive Director to check all relevant documents for their authenticity and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.

3. No tenderer will be allowed to withdraw after submission of the tenders within the bid validity period.

4. A formal contract / agreement shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.

5. **PERFORMANCE SECURITY DEPOSIT: -**

The Successful Contractor will be required to furnish equivalent to an amount @ **5%** of contract value as a performance security in the form of Insurance Surety Bonds, Account payee **Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-Bank Guarantee)** from a Commercial Bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects duly pledged in the name of the "**The Director, AIIMS Nagpur**" payable at Nagpur within **15 days** from the award of contract. **In case of Performance Security deposit is submitted in the form Bank Guarantee the same need to be essentially linked to SFMS by issuing bank for verification.** Security Deposit shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non – observance of any condition of the contract. In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited would be forfeited. Performance Security will be discharged after 60 days from the completion of contractor's performance obligations under the contract.

The Performance Security Deposit shall be initially valid for the period of 14 Months. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Security Deposit shall be extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the Competent Authority, the Performance Security Deposit shall be returned to the contractor, without any interest.

In the event of the contract being terminated or rescinded under provision of any of the Clause/Condition of the agreement, the Performance Security Deposit shall stand forfeited in full and shall be absolutely at the disposal of the Executive Director, AIIMS Nagpur.

6. The successful Tenderer will have to deposit the Bank Guarantee and commence the work within 15 days of acceptance of tender otherwise the contract may be cancelled.

7. Each page of the tender documents and papers submitted along with, should be numbered signed and stamped by the authorised signatory in acceptance of the terms and conditions laid down by the AIIMS Nagpur.

8. The Executive Director, AIIMS, Nagpur 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. The Executive Director, AIIMS, Nagpur reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.

9. Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work to be done.
10. The Executive Director, AIIMS, Nagpur 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.
11. 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, Nagpur 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.
12. The timings and working days of the Mess will be regulated by the Mess committee.
13. The contractor shall display the list of items & rates in the premises.
14. The Mess should be kept neat & clean and free of unhygienic conditions.
15. 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.
16. 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.
17. The contractor will make his own arrangement for cold storage/refrigerators/deep freezers/cooking gas and stoves, crockery, cutlery, glasses and other kitchen equipment. Disposable good quality paper made items for tea etc. shall be allowed but not of plastic material.
18. The cooked meals should be served in casseroles on the tables where the students are seated and not on the counter or buffet
19. The contractor must ensure that there is at least one waiter for every fifteen people eating in the mess. During meal times attendance of all waiters is compulsory.
20. The presence of the contractor/ Supervisor is compulsory at all times in the mess. Apart from the Mess supervisor the following minimum number of staffs should be available in the mess daily for each Dining Hall:
  1. Cooks (Certified/ Trained): 3
  2. Roti makers: 4
  3. Helpers for roti making: 2
  4. One waiter for every fifteen people dining in the mess
  5. Staff for washing utensils: 2
  6. Staff for cleaning kitchen: 4
21. **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 has to take all fire safety measures as applicable under the law on its own cost along with fire extinguishers and fire NOC from the appropriate authority.**

22. **The monthly electricity bill and water charges with Security deposit of Rs. 1,00,000/- will be paid by the contractor on actual basis along with pro-rata fixed charges levied by the Electricity Board for which sub-meter shall be provided by AIIMS Nagpur. The electricity charges will be paid on or before 5<sup>th</sup> of every month on monthly reading basis.**
23. 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.
24. **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.**
25. 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.
26. 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.
27. 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 Institute. All the employees should be police verified.
28. The decision to award the Mess services contract will be taken on the basis of prices quoted, feasibility, quality and quantity.
29. The contractor will use only the commercial cylinder and ISI marked gas stove for the purpose of cooking.
30. 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 businesses 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.
31. 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.
32. The Tenderer shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus. The staff employed by him should always wear their uniforms which must be clean.
33. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than AIIMS, NAGPUR students, faculty, staff and visiting faculties/guests.
34. The tenderer shall not keep the Mess closed without prior permission from the AIIMS, NAGPUR authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by AIIMS, NAGPUR, as it may deem fit.
35. 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, in addition to

what is provided by AIIMS, NAGPUR.

**36. The Integrity pact (At Annexure-IV) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be abinitio rejected without as signing any reason.**

**B. Qualifying Requirements: -**

37. The firm must have valid food license certificate issued on or before date of issuance of tender.

**38. The annual average turnover of services provided by the bidder should not be less than 1.5 Crores during the last three financial years (2021-22, 2022-23 & 2023-24) as per their audit books of accounts/Tax Returns duly authenticated by CA by mentioning UDIN Number.**

39. The firms/ agencies should have at least three years' experience in the field of Mess/Catering services in Central Govt. /Institute of National Importance/ well reputed private institutions. Particulars of experience of approximate 500 persons or more in an organization in the field of Mess/Catering services in Central Govt./Institute of National Importance/ well reputed private institutions in last 3 financial years (21-22, 22-23 & 23-24) along with a certificate from the organization where the job was carried out. Minimum 03 no. of contracts from different organizations required.

40. Bid should be complete and covering the entire scope of job and should confirm to the General and Special Conditions indicated in the bid documents. Incomplete and non-confirming bids will be rejected outright.

**41. No Joint Venture/ Consortium is allowed to participate in the Tender Process.**

42. Certificate for registration with income tax, sales tax, PF, ESI, and any authority applicable.

43. Satisfactory performance certificate issued by the Govt./Private hospitals during the last three financial years.

**44. Authority of person signing document:** - A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the Executive Director, AIIMS Nagpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

**45. Validity:** The quoted rates must be valid for a period for **90 days** from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

46. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

47. **TENDER EVALUATION**

**Tenders evaluation will be done in two stages under QCBS method as per following weightage:**

- a. Technical bid (Weightage 70%)
- b. Financial bid. (Weightage 30%)

**A) TECHNICAL BID:**

The firm should upload the technical bid separately on CPP Portal along with all documents/certificates and NIT. Technical bid should contain the entire tender document signed with sealed at each page.

The Committee constituted by the Competent Authority shall evaluate the Technical Bid on the basis of documents, information furnished, Make/Brand quoted; literature enclosed, sample submitted wherever asked, Demo/Onsite demo/Presentation etc. if required, the authorization letter from manufacturer for the item etc. The committee as constituted for this purpose will adopt any other method as felt by them to evaluate the technical bid and the bidders have to accept the same.

The committee shall evaluate the Technical Bid based on the given parameters and due markings shall be made by the committee members. **Out of 70 marks the service provider acquiring 35 marks or above shall be qualified for the next stage of evaluation.** The evaluation shall be made based on the following parameters. Price should not be quoted with Technical Bid, otherwise the tender will be rejected without any correspondence.

The Bidders who become qualified as per Technical Bid will be evaluated as below:

Sl. No	Parameters	Submission	Total Marks	Marks given by the committee
1	Experience of providing mess service for approx. <b>500 persons</b> or more in Central Govt. /Institute of National Importance/ well reputed private institutions within 100 NIRF ranking in last 3 financial years (21-22, 22-23 & 23-24). (please attach proof of minimum 01 institute of NIRF ranking where job was carried out / currently provided).	> 05 Institutes	20	
		03 - 05 Institutes	15	
		01 -03 Institutes	10	
2	Number of running contracts of similar nature (Catering service) in healthcare organization during FY 2024-25 (Self-attested copy of each contract/work order to be attached)	> 05 contracts	20	
		03 – 05 contracts	15	
		01 - 03 contracts	10	
3	No. of years of operation in business of catering service (copy of COI/Partnership Deed as the case may be and in case of individuals, GST or Shop and Establishment Registration to be attached) Copy of first contract will be considered for evaluation	> 15 years	20	
		10 – 15 years	15	
		5 years - 10 years	10	
4	Hygiene rating given by FSSAI for Institutes/organization where services are provided (Rating will be verified by AIIMS Nagpur)	Excellent	10	
		Very Good	05	
		Good	03	
	<b>Total:</b>		<b>70</b>	

**Note- Bidders should get minimum qualifying marks in all section to qualify in technical bid**

**The qualifying mark in the Technical bid shall be 35 out of 70.** Kindly note that the committee has every right to verify the authenticity of the documents submitted by the bidders. Production of fraudulent documents shall be liable of rejection of bid. The bidders qualified in the above shall be considered for price bid opening and evaluation. The committee will have full discretion to award marks based on the above-mentioned documents.

**B) FINANCIAL BID:**

Financial Bid should be uploaded separately in BOQ\_XXX.XLS format.

The price should indicate cost on mentioned at Para /clause above. Offers with price variation clause will not be accepted. The rates quoted in ambiguous terms such as “Freight on actual basis” or “GST as applicable extra” or “Packing forwarding extra” will render the bid liable for rejection. Thirty percentage (30%) weightage shall be given to the Financial Bid. The marks shall be determined on the basis of rates quoted by the bidders i.e. the rate of L1 service provider/ rate of individual vendor multiply by 30.

**Example:**

Vendors	Rates quoted	Marking Method (L1/Quoted Price × 30)	Mark
V1	Rs. 2850/- (L4)	2600 / 2850 × 30	27.36
V2	Rs. 2800/- (L3)	2600 / 2800 × 30	27.85
V3	Rs. 2600/- (L1)	2600 / 2600 × 30	30
V4	Rs. 2750/- (L2)	2600 / 2750 × 30	28.36

**Finally, both Technical & Financial marks shall be added and the highest marks achiever shall be terms as lowest bidder (L1) and be awarded with the contract.**

**C. LEGAL TERMS AND CONDITIONS**

48. The Tenderer and his staff shall abide by various rules and regulations of AIIMS, NAGPUR as prevalent from time to time.

49. 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, 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.

50. The Tenderer shall submit to AIIMS, NAGPUR 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.

51. 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.

52. AIIMS, NAGPUR 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, NAGPUR 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, NAGPUR’s management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, NAGPUR shall have the right to engage any other tenderer to carry out the task.

53. 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, NAGPUR, as and when necessary.

54. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

55. 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.

56. **Dispute Settlement:** - It is mutually agreed that all differences and disputes arising out of or in connection with this agreement 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, NAGPUR whose decision shall be final and binding on both the parties.

#### **D. Penalties for violation of rules, terms and conditions:**

The caterer will be fined in case of violation of the following rules on the recommendation of Mess Committee:

57. Non-availability of suggestion register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 5,000/- on the caterer.

58. 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/- on the caterer.

59. 3 or more complaints of unclean utensils in a day would lead to a fine of Rs. 10,000/- on the caterer.

60. If mess committee agrees that certain meal was not cooked properly then a fine of Rs. 10,000/- would be imposed on the caterer.

61. 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/- would be imposed on the caterer. The timing for that meal will be extended equivalent to delay time.

62. Changes in menu of any meal without permission of mess committee would result in a fine of Rs. 10,000/- on the caterer.

63. Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs. 10,000/- on caterer for every instance.

64. Fines will also be charged at the rate of cost of meal in case the meal is not up to the mark or any unhygienic means used or any major fault in the cooked food items (like flies, cockroach, insects etc).

65. For any rules stated in the agreement,

- First violation of the rule implies fine as per the rule.

- Second and subsequent violations of the same rule within 30 days of previous fine will attract triple the initial amount of fine on the caterer.

66. 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/- on caterer.

67. As and when mess council proposes a fine it will inform the representative of the caterer or mess manager and fine will be imposed with consent of the wardens.

68. Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess council with consent with the wardens.

69. Severity of hygiene failure shall be assessed and decided by the mess council and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.

#### **E. Payment Terms:**

71. (a) The students dining in the mess for a particular month will pay the caterer by NEFT into the caterers account by the 7<sup>th</sup> of the next month. The caterer will check the receipts and submit a list of students who have not paid the mess charges to the mess committee by the 10<sup>th</sup> of that month. The mess committee will ensure that all students dining in the mess have paid the caterer by the 20<sup>th</sup> of that month. The students will not be charged mess fees during any official vacations declared by the administration. 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 caterer during the Contract period.

- (b) The rates quoted are fixed and inclusive of all taxes. No extra charges will be paid.
- (c) 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.
- (d) The service provider shall be accountable for on-the-spot sales of coupons and its accounting.
- (e) The aforementioned rates shall be in force for the entire period of contract and shall not be revised under any circumstances.

**F. Mess Timing:**

72. Mess timing would normally be as under. The Mess Committee will prepare a staggered timing roster to accommodate different batches of students in two dining halls: -

Breakfast 7:00AM to 9:00 AM

Lunch 12:00 PM to 3:00 PM

Snacks 4:00 PM to 6.30PM

Dinner 7:00 PM to 10:00PM

73. **Menu as decided by the Mess Committee will strictly be followed.**

74. Sufficient counters for every meal shall be made operational. The decision of Mess Committee in this regard shall be final.

75. 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.

76. Salad comprising lemon & any 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. Good quality thick curd must be served with every lunch. Seasonal fruits must be served daily in adequate amounts at lunch time. 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. Coconut Chutney & Sambhar will be served with all south Indian breakfast foods. One serving of Sweet Dish or One scoop of Ice-cream or Milk-shake (200ml) or one serving of mixed fruits have to be served with every dinner. Sweet must include all forms of Bengali, Gujarati or south Indian dishes.

77. Paneer will be served twice a week in the form as decided by the Mess Committee.

78. Special meals will be served four times a week i.e. for non-vegetarians there will be two servings for non-veg each in Lunch and dinner [one egg item-egg curry / egg bhurjee / masala egg etc. (Wednesday); and another non-veg. item masala chicken / mutton-korma / fish / butter chicken/ chicken or mutton biryani (Sunday)]. Equivalent veg. preparations like malai kofta/ kadhai paneer/ paneer butter masala and some special veg. will be served also. The quantity of pieces of non veg food/paneer should be adequate in size and quantity. Each special meal will have sweet dish/ Ice-cream/Pudding.

79. **Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the 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, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

80. **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, Nagpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

**81. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Nagpur in that event the security deposit shall also stands forfeited.

**82. 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, Nagpur shall have the power to terminate the contract without any prior notice.

83. The AIIMS Nagpur, 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 competent authority shall be binding on the contract firm. The AIIMS Nagpur further reserves the right to renew the contract the such period(s) as it may deem necessary, considering the satisfactory performance of the firm during the currency of the contract.

84. In case of pecuniary and material loss suffered by the Institute on account of negligence attributable to the Contractor or his employees, the AIIMS Nagpur 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. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration of the competent authority in this behalf.

85. The standard of sanitation will always be up to the satisfaction of the authorized representative or the officer-incharge whose decision in this regard shall be final and binding on the contractor.

86. 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.

87. The work shall be carried out satisfactorily as per the directions of the competent authority of the AIIMS Nagpur. The Executive Director, AIIMS Nagpur reserves the right to impose a monetary penalty not exceeding 10% of the monthly contractual charges, if he notices or it is brought to his notice any unsatisfactory cleaning, non-wearing of uniforms and gumboot by the employees deputed by the contractor.

88. Conditional bid will be treated as unresponsive and it may be rejected.

**89. Applicable Law:**

- 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.
- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Nagpur, Maharashtra, India only.
- 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 Nagpur. The decision of the Arbitrator shall be final and binding on both the parties.

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

- The contractor shall be responsible for behaviour and conduct of his workers. No workman with doubtful integrity of having bad record shall be engaged by the contractor.
- 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.
- The employees should be presentable in appearance i.e. well cut and clean nails, well cut and groomed hair, properly combed, neat shaved etc.
- 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.

Medical certificate every six months shall be provided starting from the date of start of work.

- The Contractor shall provide its staff, a minimum of two sets of uniforms. He should provide aprons, caps and gloves to the staff.
- The workers should not wear bathroom slippers or casual clothes like jeans inside the mess premises (only proper uniform with sandals or shoes are allowed).
- The employees shall also display a photo identity card on their person clipped to the shirt at all times.
- No persons who are not employed in the mess/ from outside the Institute should be allowed in the mess premises at any time.

• **Selected bidder is required to get their hygiene rating done by FSSAI for AIIMS Nagpur within 03 months from the date of contract. By failing which, contract may be terminated.**

**91. Monthly Performance Report will be submitted by the Mess Committee for evaluation of services provided by the contractor. In case of unsatisfactory performance of contractor more than 03 months, PBG will be forfeited and agency shall be blacklisted for such period as decided by the Competent Authority.**

**92. Right of the AIIMS, Nagpur:** - The AIIMS, Nagpur 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, Nagpur shall be final and bindings on all Parties.

**Deputy Director (Admin)  
For & on behalf of Executive Director, AIIMS Nagpur**

**Annexure-I****Technical Bid Documents****Following mandatory documents to be submitted with technical bid for qualifying technically: -**

1	Name and address of the Registered office of the agency/firm	
2	Name of the owner(s) Partners (Attach Bio-data of all Partners)	
2.a	Telephone no.	
2.b	Residence	
2.c	Office	
2.d	Mobile	
3	Firm/ agency registration certificate to be submitted	
4	PF & ESIC Registration number (copy to be submitted)	
5	PAN (copy to be enclosed)	
6	GST Number (copy to be enclosed)	
7	Valid Food License– from FSSAI to be uploaded	
8	Copy of Balance sheet and Profit and loss statement for last 03 financial years (2021-22, 2022-23 and 2023-24) duly authenticated by CA with UDIN number to be uploaded	
9	Please attach the copies of the Annual turnover certificate / audited balance sheets for F.Y. (2021-22, 2022-23 and 2023-24) duly authenticated by CA with UDIN number. Average annual turnover should not be less than <b>Rs. 1.5 Crores</b>	
10	EMD of Rs. 8 Lakh (Original DD/FD/BG) or valid certificate for EMD exemption as per NIT, if EMD exempted.	
11	Experience of providing mess service for approx. <b>500 persons</b> or more in Central Govt. /Institute of National Importance/ well reputed private institutions in last 3 financial years (20-21, 21-22 & 22-23) along with a certificate from the organization where the job was carried out. (please attach proof) Minimum 03 no. of contracts from different organizations required	
12	A notarized affidavit to be submitted that the vendor has never been black listed by any institution of the Central / State Govt. / any PSU, University, Institute etc., in the past one year ( <b>Affidavit should not be made before the date of NIT</b> )	
13	Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.	

**Name:-** .....**Address:-** .....**Phone No: -**.....**Email:-** .....**Seal: -** .....**Place:-** .....**Date:-** .....

Signature and stamp of bidder

## General Structure of the mess menu

### **Breakfast:**

#### **For vegetarians**

1. Indian Dish
  - a. Paratha or upma or poha or idly or wada or Dosa or poori- aalu subzi or Cutlet or Pav-bhaji or sprouts), and
  - b. Two toasted bread slice with butter & jam.

#### **For non-vegetarians**

1. Non-veg:
  - a. Two boiled eggs or two egg omelets.
  - b. Four toasted bread slices with butter (~ 20 gm) & jam.

### **AND (FOR ALL STUDENTS) at breakfast**

1. Milk (~200ml)
2. Tea or coffee.
3. A Seasonal Fruit.

### **LUNCH:(Non-Veg food to be served at lunch on every Sunday)**

1. Rice
2. Chappati or plain-parantha or poori
3. Dal or Sambhar
4. Curry or rajma or chola /chicken curry/paneer curry
5. Vegetable (fried)
6. Curd (thick) atleast 150 ml
7. Pickle & salad as mentioned above,
8. One Papad.

### **SNACKS:**

1. Samosa or kachori or aalu-bonda or chana-wada or noodles or  
Four toasted bread with jam & butter without snack item.  
or  
One bowl of instant noodles.
2. Tea or coffee.

### **DINNER: (Non-Veg food to be served at dinner on every Wednesday and egg curry once a week)**

1. Rice
2. Dal or Sambhar
3. Chappati or plain-parantha or poori
4. Curry or rajma or chola/ chicken curry/paneer curry
5. Vegetable
6. Pickle & salad,
7. Sweet dish or Ice-cream or Milk-shake (200ml) or mixed fruits bowl of seasonal fruits (atleast 4 days in a week)

- Millet based items should be provided atleast twice a week for example- millet upama, millet cheela millet roti, millet dosa.

**Brands of consumables permissible in Hostel Mess**

<b>Item</b>	<b>Brand</b>
1. Salt	Tata, Annapurna, Nature fresh
2. Spices	Catch, Badshah, Everest, M.D.H. Masala,
3. Ketchup	Maggi, Kissan
4. Oil	Sunflower, Sundrop, Godrej, Saffola, Fortune, Dhara (Use of Hydrogenated (vanaspati) oil is prohibited)
5. Pickle	Mother's recipe or Pravin or Priya
6. Atta	Ashirvad, Pillsbury, Annapurna,
7. Flavoured fruit drinks	Real/ Amul
8. Papad	Lijjat/Bhikaji/Oswal
9. Butter	Amul, Britannia, Mother Dairy
10. Bread	Haldiram, Modern, Kwality, Ajit
11. Cornflakes	Kellogg's
12. Jam	Kissanor Maggi
13. Ghee	Dinshaw, Amul, Mother Dairy, Britannia,
14. Milk	Dinshaw, Amul, Mother Dairy (Without Water)
15. Paneer	Amul/ Mothers dairy/ Dinshaw
16. Tea	Brook bond, Lipton, Tata, Taaza
17. Coffee	Nescafe
18. Ice-cream	Dinshaw, Amul, Mother Dairy, Kwality, Havmor

The caterer may use any other standard/ FPO approved brands only if permitted by the Mess Council in writing.

Annexure-II  
**Format for Financial Bid**

TENDER FOR PROVIDING HOSTEL MESS SERVICES AT AIIMS, NAGPUR

Particulars	Amount inclusive of all taxes (In Rs.)
Mess charges per person per month (as per menu mentioned in NIT)*	

\* Monthly charges quoted by the bidder will be assessed by the committee taking the estimated charges in view. An abnormally low bid will be summarily rejected after assessment by the committee.

**PRICE BID**

Price bid to be submitted in the form of BOQ\_XXXX.xls

**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.

**Note:**

- a. No other charges would be payable by Client.
- b. There would be no increase in rates during the Contract period except provision under the terms and conditions.

(Signature of Tenderer with seal)

Name:.....

Address:.....

Phone No(O):.....

E-mail: .....

Place:.....

Date:.....

**Annexure-III****Proforma of Performance Bank Guarantee**

- 1 In consideration of the Executive Director All India Institute of Medical Sciences, Nagpur (hereinafter called "The Client") having offered to accept the terms and conditions of the proposed agreement between AIIMS,NAGPUR and.....(herein after called" the said contractor(s)for the work of Contract Cafeteria (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.
- 2 We.....(hereinafter referred to as the "Bank") here by undertake to (indicate the name of the Bank).
- 3 We.....do here by under take to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the AIIMS ,NAGPUR stating that the amount claimed is required to meet there coveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding Rs. (Rupees.....)
- 4 We, the said Bank, further under take to pay to the AIIMS, NAGPUR any money so demanded not with standing any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and un equivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.
- 5 We.....further agree that the Guarantee here in contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to been force able till all the due soft he AIIMS, NAGPUR under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Administrative Officer, AIIMS Nagpur on behalf of the AIIMS, NAGPUR, certifies that the terms & conditions of the said contractor(s), and accordingly discharges this guarantee. We.....further agree with the AIIMS, NAGPUR that the AIIMS, NAGPUR (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations here under, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS, NAGPUR against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the AIIMS, NAGPUR or any indulgence by the AIIMS, NAGPUR to the said contractor(s) or by any such matter or thing what so ever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 7 We.....lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the AIIMS, NAGPUR in writing.
- 8 This guarantee shall be valid up to.....unless extended on demand by the AIIMS, NAGPUR Notwithstanding any thing mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees.....Only), and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the ..... day of ..... for .....(Indicate the name of the Bank)

**ANNEXURE-IV**  
**INTEGRITY PACT**

**PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_\_  
\_\_\_\_\_ day of the month of \_\_\_\_\_ 2025.

**Between**

ALL INDIA INSTITUTE MEDICAL SCIENCE NAGPUR having its office at AIIMS NAGPUR-441108, (Hereinafter called which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

**And**

M/s,..... with office at \_\_\_\_\_  
represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

**Preamble**

[Both AIIMS NAGPUR and BIDDER referred above are jointly referred to as the Parties]

AIIMS NAGPUR intends to award, under laid down organizational procedures, Purchase orders /contract/s against Tender /Work Order /Purchase Order No.

AIIMS NAGPUR desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

**NOW, THEREFORE,**

To avoid all forms of corruption 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: -

1. Enable AIIMS NAGPUR to obtain the desired materials/ stores/equipment/ work/ project done 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
2. Enable the 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 AIIMS NAGPUR 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:

**Clause.1. Commitments of AIIMS NAGPUR**

1.1 AIIMS NAGPUR undertakes that AIIMS NAGPUR and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not 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 AIIMS NAGPUR will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

1.3 All the officials of AIIMS NAGPUR regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.

1.4 If the BIDDER reports to AIIMS NAGPUR with full and verifiable facts any misconduct on the part of AIIMS NAGPUR's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by AIIMS NAGPUR, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by AIIMS NAGPUR. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by AIIMS NAGPUR the proceedings under the contract would not be stalled.

## **Clause 2. Commitments of BIDDERS/ CONTRACTORS**

2. 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 or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS NAGPUR, 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.

2.2 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 AIIMS NAGPUR or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with AIIMS NAGPUR for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with AIIMS NAGPUR.

2.3\* BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

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

2.5\* The BIDDER further confirms and declares to AIIMS NAGPUR that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to AIIMS NAGPUR or any of its functionaries, whether officially or unofficially to award 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.

2.6 The BIDDER 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 AIIMS NAGPUR 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.

2.7 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.

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

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

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

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

2.12 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 AIIMS NAGPUR, or alternatively, if any relative of an officer of AIIMS NAGPUR has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

2.13 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 AIIMS, NAGPUR.

**Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts**

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

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

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, AIIMS NAGPUR is entitled to disqualify the BIDDER from the tender process.

**Clause.4. Earnest Money Deposit (Security Deposit)**

4.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of \_\_\_\_\_

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment

(iii) Any other mode or through any other instrument.

4.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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

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

**Clause.5. Consequences of Violation / Breach**

5.1 Any breach of the aforesaid provision 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 AIIMS NAGPUR to take all or any one of the following action, 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. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall 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 UBOR. 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 AIIMS Nagpur, 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 a 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 the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.2 AIIMS NAGPUR will be entitled to all or any of the actions mentioned in Para 5.1 (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.

5.3 The decision of AIIMS NAGPUR 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 External Monitor(s) appointed for the purposes of this Pact.

#### **Clause.6. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to AIIMS NAGPUR, if the contract has already been concluded.

#### **Clause.7. Independent External Monitors**

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name and address of IEMs are given below: -

1. Shri Rajendra Kalla,  
16, Munirka Enclave,  
Opp. Vasant Vihar Bus Depot.,  
New Delhi-110067,  
M No. 9167839661,  
E-Mail: [rajendra432000@yahoo.co.in](mailto:rajendra432000@yahoo.co.in)

2. Shri Sanjeev Behari,  
A-81, Sector 50,  
Gautam Budh Nagar, Noida,  
U. P.- 201301,  
M No. 9869199464,

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department! within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **Clause.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

#### **Clause.9. Law and Place of Jurisdiction**

**This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.**

#### **Clause.10. Other Legal Actions**

In case of any allegation of violation of any provisions of this Pact or payment of commission, AIIMS NAGPUR 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.

#### **Clause.11. Law and Place of Jurisdiction**

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Nagpur Jurisdiction.

#### **Clause.12. 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.**

#### **Clause.13. Validity and Duration of the Agreement**

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should 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 intentions.

16. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**AIIMS NAGPUR**

**Bidder**

**Signature**

**Signature**

**Name and Designation**

**Name and Designation**

Witness

Witness

1.....

1.....

2.....

2.....

\* Provisions of these clauses would be amended /deleted in line with the policy of the AIIMS NAGPUR in regard to involvement of Indian agents of foreign supplier.

**Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

***REGISTRATION***

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC /e-Token.

***SEARCHING FOR TENDER DOCUMENTS***

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other key words etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

***PREPARATION OF BIDS***

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3) Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required

to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### ***SUBMISSION OF BIDS***

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
- 6) Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### ***ASSISTANCE TO BIDDERS***

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462,0120-4001002.

\*\*\*\*\*