

**Tender For
Mess Services
At
All India Institute of Medical Sciences, Deoghar**



TENDER NO.: AIIMS/DEO/Mess Services/2022-23/12

BID DOCUMENTS

Price of bid documents: Rs 1500/-

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, DEOGHAR

Deoghar 814152
TABLE OF CONTENTS

Qualification Bid

Sl. No.	TITLE	SECTION
1	Notice Inviting Bid	I
2	Bid Form	II
3	Instruction to Bidders	III
4	General (Commercial) conditions	IV
5	Special conditions	V
6	ANNEXURE I TO V	VI
7	Order for uploading of documents of qualification bid	VII
8	Instruction for On Line bid submission	VIII
9	Mess Menu	IX
10	Permissible brands of consumable	X
11	Items for mechanisation of kitchen	XI
12	Financial Bid	XII
13	Integrity Pact	XIII

SECTION-I
NOTICE INVITING BID

F. No.

Dated:

All India Institute of Medical Sciences (AIIMS), Deoghar, Jharkhand, an apex healthcare Institute being established by an Act of Parliament of India under aegis of Health & Family Welfare, Government of India, invites online tenders for opening of 24-hour Mess service from reputed, experienced and financially sound Companies/Firms/Agencies/Individuals. They are requested to quote their best offer along with the complete details of specifications, terms & conditions.

Schedule

Date of issue of Bid Document	13/04/2023
Last Date & Time for Receipt of Bids	11/05/2023
Physical submission of EMD and Tender document fees	On or Before bid closing date
On-line opening of Bids (Qualification bids)	12/05/2023
Pre bid meeting date and Time and place	26/04/2023 at 11:00 AM AIIMS Deoghar
Place of Opening the Bid	AIIMS, Deoghar
Validity of Bid	180 days after Bid Opening
Date of Pre -Bid Meeting at Deoghar	
Earnest Money Deposit	Rs. 1,00,000/- (Rs One lakh only) By Demand Draft in favor of AIIMS Deoghar Payable at Patna.
Performance Security	Rs. 5,00,000/- (Rs. Five lakh only) By Fixed Deposit Receipt/DD/Bank Guarantee in favour of AIIMS Deoghar Payable at Patna.
Place of opening of bids	All India Institute of Medical Sciences (AIIMS), Deoghar. 814152
Address for communication	F/I, Tendring AIIMS Deoghar Jharkhand- 814152.

1. Scope of Work:

- The Institute requires mess contractor(s) to run the mess services at AIIMS Deoghar, Devipur, Deoghar to cater for the needs of the students, staff, faculties and visitors attending the Institute.
- The Mess services are also required to be extended during the examinations seminars, workshop, farewell tea, annual events and orientation courses etc.
- To fix the menu in consultation with the Mess committee of the Institute from time to time.
- To provide meals as per the menu and raw material to be used should be branded as per the details mentioned in the tender documents.

Important Information

1. **Bid document can be downloaded from the website www.aiimsdeoghar.edu.in. or the e-Procurement portal <http://eprocure.gov.in> by using bidder login credentials. The downloaded document shall be treated as valid document for participation in the bid. However, the cost of the bid document (i.e. Rs.1500/-in the form of DD drawn in favour of All India institute of medical Sciences (AIIMS) Deo payable at Patna has to be submitted off line before 17:00 hrs on 11/05/2023 and scanned copy of DD to be uploaded online. **If tampering of any clause of the bid document is found in the submitted bid document, it will be summarily rejected and EMD amount shall be forfeited****
2. **Submission of Bids:** The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per guidelines mentioned in the portal. Bid has to be submitted only online at <http://eprocure.gov.in/eprocure/app> in **two bid systems** i.e. (i) Qualification bid and (ii) Financial bid in the prescribed pro-forma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the bid documents. **Bid sent by any other mode will not be accepted.** The list of documents to be submitted along with qualification bid and financial bid are detailed in Section- VII of the Bid Document.
3. AIIMS, Deoghar reserves the right to amend or withdraw any of the terms and conditions contained in the Bid Document or to reject any or all bids without assigning any reason. The decision of the Executive Director and CEO in this regard shall be final and binding on all.
4. The aforesaid DDs/Pay orders towards cost for Bid Document and EMD should be submitted offline to the bid inviting authority i.e. AIIMS, Deoghar on or before 17:00 hrs on 11/05/2023 along with all the documents signed on each page which have been uploaded online on or before 17:00 hrs on 11/05/2023. The DD towards the cost of Bid Document and that towards the Earnest Money Deposit should bear the date after the date of issue of Notice inviting bid.
5. If the bid opening date is declared a holiday by Government of India due to any reason, then the bid shall be opened on next working day at the same time.
6. Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited. The bids submitted by such persons who resort to canvassing will be liable to be rejected.
7. **Cost of Bidding**
The bidder shall bear all costs associated with the preparation and submission of the bid. Department will not be responsible for these costs regardless of the conduct or outcome of the bidding process.
8. The bidder is requested to go through all instructions, forms, terms and conditions mentioned in the Bid document and he should put his signature with seal on each page of bid document. Failure to furnish any information required as per Bid document or submission of the bids not substantially

responsive to the Bid document in any respect will be at the bidder's risk and may result in rejection of the Bid.

9. Documents Required (Pre-qualification criteria)

Following documents must be submitted for establishing Bidder's Eligibility along with the bid document

- i. Copy of PAN Card.
- ii. The annual average turnover of services provided by the bidder should not be less than Rs. 1 Cr during the last three financial years i.e., 2019-20, 2020-21 & 2021-22 as per their audit book of accounts/Tax returns, relevant certificate may be attached.
- iii. The bidder shall have at least 3 years' experience of Canteen / Mess Services in any Govt. Medical College Hospitals/Institute of National Importance/NIT/IIT/IIM/ IIIT/Central PSU. For the same kindly provide satisfactory work completion certificate along with respective work order.
- iv. Copy of the IT return of last three financial years (i.e. Financial Year 2019-20, 2020-21 and Financial Year 2021-22).Dully verified by chartered account with UDIN No.
- v. Original "Copy of Authorization Letter" in case person other than the bidder has signed the bid document.
- vi. Copies of documents of registration/ incorporation of the firm issued by the competent authority as required by law (if bidder is other than Individual).
- vii. Certificate for registration with income tax, sales tax, PF, ESI, GST, and any authority applicable for the last three years.

10. Declaration as per Annexure I, Annexure II, Annexure III and Annexure IV.

- i. Partnership Deed or proprietorship deed or articles/ Memorandum of Association as the case may be in case of joint venture or in case the bid is being submitted by the proprietor, it should be clearly indicated.
- ii. According to section 31(1) of the FSS act, a Mess contractor must have/ attain license from FSSAI (Food Safety and Standards Authority of India) issued on or before date of issuance of tender, relevant document to be attached.

11. Clarification in Respect of Bid Document:

- a) The Executive Director and CEO, AIIMS Deoghar may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, issue clarification memo in

respect of the bid documents till ten days prior to the date of submission of bid. However, the clarifications can also be asked after opening of the bid if required by the department.

- b) The clarifications, if any, shall be notified through the website www.aiimsdeoghar.edu.in and E-Procurement portal <http://eprocure.gov.in/eprocure/app> these shall be binding on all prospective bidders. The prospective bidders are requested to check the website regularly for such clarifications, if any, before uploading their bid on the e-Procurement portal.

c) **Bid Price.**

- i. The bidder shall quote the total composite price/rate inclusive of levies, duties, charges, surcharges, taxes, etc. as applicable for Mess service.
- ii. The price/rate quoted by the bidder shall remain firm during entire period of bid process till a negotiation (if required) is made or contract/agreement is signed. It shall not be subject to variation on any account. **Any conditional bid will be summarily rejected.** A BID submitted with an adjustable price quotation will also be treated as non-responsive and rejected.

12. Bid Document Fee: DD for an amount of Rs.1500/- (Rupees Five Hundred only) (non-refundable) from Nationalized / Scheduled bank drawn in favour of **All India institute of medical Sciences (AIIMS) Deo** payable at Patna has to be submitted offline (Scanned copy of DD to be uploaded online) towards tender document fee failing which the tender/bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank Draft submitted.

13. Earnest Money Deposit/ Performance Security Deposit.

- i. **Earnest Money deposit:** DD for an amount of Rs.1,00,000/- (One lakh only) from Nationalized / Scheduled bank drawn in favour of **All India institute of medical Sciences (AIIMS) Deo** payable at Patna has to be submitted offline (Scanned copy of DD to be uploaded online) towards EMD failing which the tender/bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank Demand Draft submitted.
- ii. In case of the successful bidder, the Earnest Money deposit will be refunded within three months from signing of contract agreement and submission of performance security deposit of rupees 5,00,000/- (Five Lakhs Only) in the form of PBG/DD/FDR.
- iii. The EMD of the unsuccessful bidders will be refunded/ returned without any interest after final decision of the bid within three months.
- iv. No Interest shall be payable on the Earnest Money deposit/Performance Security Deposit by the department to the bidders.

14. The EMD may be forfeited: -

- a) If any bidder withdraws his bid on or before validity period or,

- b) If tampering of any clause of the bid document is observed.
- c) If any document submitted by the bidder is found false/forged.
- d) If the successful bidder Fails to enter into agreement in accordance with terms and condition of the bid documents with in the stipulated time.
- e) Fails to furnish performance security deposit in accordance with terms and condition of the bid documents with in the stipulated time

15. Performance security may be forfeited: -

- a) If the contractor fails to comply the terms condition of the contract agreement.
- b) If the contractor sublets the contract to other agency.
- c) If the contractor fails to provide rent of the accommodation on regular basis provided by AIIMS Deoghar.
- d) The over writing/ erasing in the bid made by the bidder shall be signed with date by the person signing the bid.

PREPARATION & SUBMISSION OF BIDS

16. Preparation and Submission of Bids:

The bid should be submitted/uploaded on line in two parts namely

- i. **Qualification Bid** and
- ii. **Financial Bid** (in the format given in Section X).

17. Qualification/Technical Bid:

The qualification bid should be uploaded along with scanned copy of Account Payee Demand Drafts for **Rs. 1,00,000/-(One Lakh) and Rs.1500/- (Bid document cost)** in favour of **All India institute of medical Sciences (AIIMS) Deo** payable at Patna and also requisite documents as per Section-VII. The scanned copy of DDs for EMD, Bid Document fees are required to be uploaded by the Bidder at the place indicated as Cover No.1. Scanned copy of all the documents as mentioned at Section IX and scanned copy of qualification bid duly filled and signed on each page are required to be uploaded by the Bidder at the place indicated as Cover No.2 while uploading the documents on e-procurement website. No indication of the Prices shall be made in the Qualification Bid. All pages of original bid shall be signed by the person or persons signing the bid.

18.Financial Bid:

- i. The bidder shall quote the price in the format enclosed as Section X (Schedule of Hire Charges- (BoQ 1) and fill up the relevant parts accordingly and filled BoQ are required to be uploaded by the Bidder at the place indicated as Cover No.3 of the financial bid while uploading the documents on e-procurement website.
- ii. The Bid with conditions other than those specified in the Bid document will be liable to be summarily rejected. No modification by the bidder in any of the conditions of bid document will be permitted.
- iii. Each page of the Bid shall be signed either by the bidder himself or by a person duly authorized by the bidder (to sign the bid). The letter of authorization must be submitted in original along-with the bid.

19. Bid opening

- i. Bids shall be opened in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the representatives of bidders before they are allowed to participate in bid opening (Format is given in Annexure II of section VI).
- ii. The Bidder's name, modifications, bid withdrawals and such other details as the Department, at its discretion, may consider appropriate, will be announced at the time of opening.
- iii. The Financial Bid shall be opened after qualification bid evaluation. The Financial Bid of those bidders who are found qualified in Qualification bid, shall be opened. The date of opening of financial bid will be intimated to all qualified bidders after evaluation of qualification bid.

20. Evaluation

- i. If there is discrepancy between words and figures, the amount in words shall prevail prior to detailed evaluation; The AIIMS, Deoghar shall determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of bid document without any deviation.
- ii. The AIIMS, Deoghar shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price/rate of the services offered as indicated in the rate schedule in financial bid of the bid document.

21. L1 will be decided as per the following criteria: -

The technically qualified Bidder who submits the lowest total financial bid amount for the meal/per day shall be declared as successful bidder (L1) and communication to that effect shall be made subject to approval and as decided by the competent Authority.

22. Award of Contract

Department shall place Approval letter to L1 bidder (as decided above). Such bidders shall, within 15 days of issue of approval letter, give his acceptance along with performance security deposit.

23. Signing of Contract/Agreement

Signing of Agreement by the successful bidder shall constitute the award of hiring contract to the successful bidder.

24. Annulment of Award

Failure of the successful bidder to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD/Performance Security Deposit. In such a case, the Department may call for New Bid/Tender.

25. Period of validity of bids

The bid shall remain valid up to six months from opening of bid. A bid valid for a shorter period shall be rejected by the AIIMS, Deoghar as non-responsive.

Other details are available in Bid document.

Faculty in charge, Tendering
AIIMS, Deoghar
Deoghar-814152
Jharkhand

SECTION-II

BIDFORM

To,
The Executive Director and CEO
AIIMS, Deoghar
Deoghar-814142
Jharkhand

Dear Sir,

Having read the terms & conditions mentioned in the bid document, including addenda's (the receipt of which have been duly acknowledged), we offer to provide mess service in conformity with the terms & conditions of bid document for the sum shown in the schedule of prices.

We agree to abide by this Bid for a period up to-----.

If our Bid is accepted, we will obtain and submit performance security deposit in the form of Demand Draft drawn/FDR/PBG in favour of **All India institute of medical Sciences (AIIMS) Deo, payable at Patna**, for a sum equivalent to 5,00,000/- (Five Lakh Only) for due performance of the Contract/agreement.

We undertake to enter into contract/Agreement within 15 days of being called upon to do so and shall bear all expenses connected therewith including charges for stamps etc.

Until an agreement is signed and executed, this Bid shall constitute a binding contract between us and you.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Signed in the capacity of duly authorized to sign the bid for and on behalf of

Address

Dated this day of 2023.

Witness

Address of witness

Signature of the Bidder

SECTION III

INSTRUCTION TO BIDDERS

DEFINITIONS:

“Department” means AIIMS, Deoghar

“The Bidder” means the individual/ firm/Company/Agency who participates in the bid.

“The Supplier” means the individual or the firm supplying the Mess services under the contract/agreement.

“The Goods/Services” means provision of Mess service as per the scope of work and details mentioned in the tender document under the contract/agreement.

“The Advance Supply Order” means the intention to place the supply Order on the supplier.

“The Supply Order” means the order of supply of mess services placed (including all attachments and appendices and all documents incorporated by reference therein) on the service provider. The supply order shall be deemed as **“Contract”** appearing in the document.

“The Contract Price” means the price payable to the service provider under the supply order for the full and proper performance of its contractual obligations.

“NIB” means **Notice inviting Bid**

Faculty In-charge Tendering
AIIMS, Deoghar

SECTION IV

GENERAL (COMMERCIAL) CONDITIONS

1. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIB unless otherwise agreed by the Department.

2. Performance Security Deposit

- i. The successful bidder shall be required to deposit an amount equal to 5,00,000/- (five lakhs only) of the contract value as performance Security Deposit before entering into Agreement with the Department.
- ii. Performance Security Deposit will be discharged after completion of supplier's performance obligations under the contract/agreement.
- iii. If the supplier fails or neglects any of his obligations under the contract/agreement, it shall be lawful for the department to forfeit either whole or any part of performance security deposit.

3. Execution time limit

The time period as stipulated in the contract/agreement or Supply Order shall be deemed to be time limit for execution.

1. PAYMENT TERMS

- i. The payment will be done as per the SOP of the institute. Mess Committee, AIIMS Deoghar shall pay the agreed amount on production of monthly bill (along with monthly bill verified by the concerned student) for the amount due towards services rendered during the preceding one month. The monthly bill shall be verified by mess Committee and account section of AIIMS Deoghar. Payment will be done after proper tax recovery and tax deposit will be done by, AIIMS Deoghar. 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.
- ii. The basis rates quoted are fixed. GST as per actual will be applicable and paid extra. If genuinely paid by service provider.
- iii. The mess bills will be applied only for the students enrolled for mess facility of AIIMS Deoghar. Students may disenroll from mess facility only on genuine reason and approval of the Mess Committee, AIIMS Deoghar.
- iv. The student may go on leave and mess bill will not be applied for the total number of days in which the student is on leave. This facility has to be provided to those student who have informed the mess vendor or there representative 24 hr prior to their leave. The student will submit letter in this regard to the mess vendor/representative.
- v. The mess vendor will authorise some person who will submit the bills to mess committee, AIIMS Deoghar and collect cheque.
- vi. When faculty/Residents/PhD students/staff/visiting faculty/parents of the students avail mess services, such charges should be collected by the renderer directly, and the Institute shall not be responsible for the same.
- vii. The service provider shall be accountable for on-the-spot sales of coupons and its accounting.

- viii. The aforementioned rates shall be in force for the entire period of contract and shall not be revised under any circumstances, except in case of wage revision according to the minimum wages act. In case of any extension granted on expiry of one-year contract, a revision of aforementioned rates may be specifically requested by the service provider.
- ix. Charges for the lunch, snack etc. provided on occasions as per the orders of AIIMS Deoghar shall be paid on submission of bills at a rate quoted and approved by AIIMS Deoghar.
- x. The successful bidder will have to deposit a rent of 3 months and security deposit in advance after taking the possession.
- xi. If successful bidder fails to deposit the rent and security in one month, the EMD will be forfeited.
- xii. **Rent of mess will be charged as per sq. feet area as per Govt. rules. Rent for only kitchen and washing area will charged as per Govt rules, no rent will be charged for dining area**
- xiii. **Electricity charges have to be paid by the vendor for kitchen area and for appliance used by vendor as per govt rules. Separate electric meter will be installed by vendor**
- xiv. **The rent of mess and electricity bill will have to be paid by the 5th of every month in advance, in case of holiday, on the next working day, failing which penalty @ Rs. 500/-per day shall be imposed for delayed period.**

5. Period of Contract

The contract period shall commence on the date of Commencement and shall remain for 1 year. The period is further extendable for a maximum period of 2 years (1 year at a time) on the same terms and conditions and revised rentals at which the contract is awarded will be valid throughout the contract. No claims whatsoever on account of increase in the rate of material to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear such other expenses. However, if there is any down ward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on to the AIIMS Deoghar through appropriate reduction of the contracted rates.

6. General Terms & Conditions: -

- i. AIIMS DEOGHAR reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first- hand information regarding the quality of food and services provided by the Tenderer. Decision of AIIMS Deoghar with regard to award of the contract will depend upon the feedback received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of the AIIMS Deoghar in this regard will be final and binding on all bidders.
- ii. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
- iii. The AIIMS Deoghar reserves the right to reject any or all the tenders without assigning any reason.
- iv. The firm will have to enter into an agreement with the AIIMS Deoghar before taking charge of the Mess and commencement of the Mess work.
- v. The firm will ensure that raw material used for cooking are of very good quality, safe for human consumption and conform to the standard laid down by the Govt. of India in this regard from time to time. In the event of any food poisoning/ contamination, the firm will be held

fully responsible and liable to other penal actions under the law. The firm will ensure proper sanitation/hygienic conditions in the premises and deploy persons free from infectious diseases.

- vi. The firm shall be responsible for compliance of the labour laws in respect of the personnel employed by them. The firm shall be the employer for his workers and the AIIMS Deoghar not be held responsible fully or partially for any dispute that may arise between the firm and his workers.
- vii. The firm would be responsible for verifying antecedents of the persons deployed by him and a certificate to this effect shall be provided by him to the AIIMS Deoghar in respect of each staff member. If any changes are made it should be informed to AIIMS Deoghar immediately.
- viii. The eatables will be served in neat and clean utensils and the mess staff must be in proper uniform. The serving staff and cooking staffs should wear gloves and caps.
- ix. Cost of food & beverages must be competitive and reasonable. Prior approval of the AIIMS Deoghar will be required for any increase in the price of any item.
- x. The approved price of the eatables should be prominently displayed at the counter/Notice Board in Mess.
- xi. Sufficient counters for every meal shall be made operational. The decision of Mess Committee, AIIMS Deoghar, in this regard shall be final.
- xii. 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.
- xiii. Cleaning and sanitisation of kitchen, dining areas and rest room of mess area will be responsibility of vendor. The garbage of the Mess shall also be disposed of by the firm on daily basis. The firm shall ensure clean lines of the Mess all the time.
- xiv. The firm shall be responsible for all damages or losses of AIIMS property and will be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by natural calamity.
- xv. It shall be the sole responsibility of the firm to obtain and keep ready necessary license/permissions from various government bodies and /or FSSAI for running catering services and produce the same before the concerned authority as and when asked for.
- xvi. Liability/ responsibility in case of any accident causing injury/ death to Mess worker or any of his staff shall be of the firm. AIIMS Deoghar shall not be responsible by any means in such cases.
- xvii. The caterer is required to maintain the details of all his employees/workers.
- xviii. The firm would be required to use ISI/Agmark/Food grade products and as per FSSAI norms.
- xix. The firm shall not use the Mess premises for any other activity except for the purpose for which it has been provided for.
- xx. The firm shall ensure that all the Mess employees, during their working hours, wear neat and tidy uniform and use hygienic gloves supplied by the Firm. No Mess employee shall be allowed to perform his duty without proper uniform.
- xxi. The firm shall not stock any inflammable or otherwise dangerous material, goods, narcotics or drugs in any part of the allotted space which are fire and health hazard to the property.
- xxii. The Firm will have to supply breakfast/lunch, etc in the Mess AIIMS Deoghar premises as per requirement and schedule drawn for the purpose by the concerned authorities of the AIIMS Deoghar.

- xxiii. The Firm will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of AIIMS Deoghar. All the kitchen materials, furniture for seating arrangement etc will be provide by the bidder.
- xxiv. The Firm shall be responsible for engaging adequate number of trained manpower required for providing good Mess services in AIIMS Deoghar.
- xxv. The employees should be presentable in appearance i.e. well cut and groomed hair, properly combed,neat shaved etc.
- xxvi. Contractor/service provider shall get medical examination of the staff deployed to ensure that they arefree 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.
- xxvii. The Contractor shall provide its staff, a minimum of two sets of uniforms. The employees shall alsodisplay a photo identity card on their person clipped to the shirt at all times.
- xxviii. The firm shall be responsible for serving tea/snacks/lunch etc. in the official meetings of the AIIMS Deoghar as and when required at the prescribed rates as per the contract.
- xxix. The employees of the Firm should possess good healthand should be free from any diseases, especially contagious and frequently recurring diseases.
- xxx. The contractor shall supply to his workers all gadgets/articles required for safety purposes, such asgas masks, torch, safety belt, gas lantern etc. He may also maintain a First Aid Box to meet anyemergency in respect of staff deputed by him.
- xxxi. The Firm shall be responsible for timely payment of wages to its workers as per Minimum Wages and fulfill all other statutory obligations, such as, Provident Fund, ESI, Service Tax etc. in force from time to time. Any lapse in this regard shall be viewed seriously.
- xxxii. The firm shall provide sufficient sets of Uniforms and pair of shoes to its employeesand shall ensure that they wear them all times and maintain them properly.
- xxxiii. The Firm shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity.
- xxxiv. Employment of child labour is strictly prohibited under the law. Therefore, the Firm will not employ any child.
- xxxv. The Firm shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
- xxxvi. The Firm shall be personally responsible for conduct and behaviour of its staff and any loss or damage to AIIMS Deoghar's moveable or immoveable property due to the conduct of the Firm's staff shall be made good by the firm. If it is found that the conduct or performance of any person employed by the Firm is unsatisfactory, the Firm shall have to remove the concerned person and engage anew person with in 48 hoursof intimation by AIIMS Deoghar.The decision of the AIIMS Deoghar's designated officer in this regard shall be final and binding on the Firm.
- xxxvii. The Firm shall not appoint any sub-firm to carry out its obligations under the contract. Sub-contracting in any form will lead to immediate termination of contract.
- xxxviii. The Firm shall keep the Mess and its surrounding areas clean and upto date sanitation,every day, after the services are over. The cleaning includes cleaning of utensils, kitchen, Mess hall, floor, counter, benches, tables, chairs, etc. AIIMS Deoghar will have 24-hour access to inspect the Mess premises at any time for ensuring the cleanliness and hygienic conditions of the Mess's kitchen and dining hall premises.

- xxxix. The AIIMS Deoghar reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the Mess. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Firm. The mess vendor has to provide the meals to the appointed officers/faculty/resident for inspection free of cost and no extra charges will be borne by AIIMS Deoghar.
- xl. The Firm shall get the prices of all items approved by the AIIMS Deoghar as per contract agreement and no changes shall be made without prior written approval of the AIIMS Deoghar.
- xli. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by the AIIMS Deoghar are damaged. Any damages done to the same or any other property will have to be repaired/replaced by the Firm, failing which the same will be got done by AIIMS Deoghar at the firm's risk and cost. In this regard, the decision of the designated officer of AIIMS Deoghar shall be final and binding on the Firm.
- xl.ii. All work shall be carried out with due regard to the convenience of AIIMS Deoghar. The order of the competent authority shall be strictly observed.
- xl.iii. The Firm shall install its electronic fly-kill/ insect repellent equipment, emergency lighting / gas and fuel supply at its own cost.
- xl.ii. **All the utensils and furniture's (including furniture's for Dinning area) will be provided by vendor, and quality will be approved by committee nominated by competent authority**
- xl.v. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any such items strictly prohibited in the AIIMS Deoghar's campus, including Mess. Any breach of such restrictions by the Mess Firm will attract deterrent action against the Firm as per statutory norms.
- xl.vi. No minimum guarantee will be furnished to the Firm towards consumption of food items. It is advised to maintain the highest quality at the minimum/reasonable prices so as to attract the maximum number of customers at AIIMS Deoghar and other personnel to avail Mess services.
- xl.vii. The workers employed by the Firm shall be directly under the supervision, control and employment of the Firm and they shall have no connection what -so-ever with AIIMS Deoghar. AIIMS Deoghar shall have no obligation to control/ supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against AIIMS Deoghar for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Mess Firm, against any temporary or permanent posts in AIIMS Deoghar. In case of any untoward incident/ fire/death/injury of any employee of Mess, AIIMS Deoghar will not be liable to pay any damages.
- xl.viii. The workers employed by the Firm shall be directly under the supervision, control and employment of the Firm and they shall have no connection what -so-ever with AIIMS Deoghar. AIIMS Deoghar shall have no obligation to control/ supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against AIIMS Deoghar for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Mess Firm, against any temporary or permanent posts in AIIMS Deoghar. In case of any untoward incident/ fire/death/injury of any employee of Mess, AIIMS Deoghar will not be liable to pay any damages.
- xl.ix. The workers employed by the Firm shall be directly under the supervision, control and employment of the Firm and they shall have no connection what -so-ever with AIIMS

Deoghar. AIIMS Deoghar shall have no obligation to control/ supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against AIIMS Deoghar for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Mess Firm, against any temporary or permanent posts in AIIMS Deoghar. In case of any untoward incident/ fire/death/injury of any employee of Mess, AIIMS Deoghar will not be liable to pay any damages.

- i. The owner of the firm shall ensure that either he/she himself/herself or his/her representative is available for proper administration and supervision at the works to the entire satisfaction of the AIIMS Deoghar.
- ii. The Firm will bring its 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 for by AIIMS Deoghar. The firm should mechanise the kitchen with tools/utensils/equipment's as per the SECTION: XI
- iii. The successful bidder/contractor will be required to enter into an Agreement/Contract and a separate agreement for rest of accommodation given by AIIMS Deoghar.
- iiii. The Mess will run on all days including Sunday and Holidays.
- liv. The bearer/staff (not below the age of 18 years) employed by the contractor shall have to be medically fit, neat and clean. The contractor shall not employ young children as prohibited under the law/rules/regulations.
- lv. Fennel seeds / sugar & pickles shall be provided with every form of meal. Either Curd or its other form must be served with every lunch. Ketchup shall be provided with Samosa, bread pakora, Parantha etc. in breakfast. Imli, tomato Chutney shall be served with kachori, samosa & other forms of 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 special meal. Sweet must include all forms of Bengali, Gujarati or south Indian dishes.

7.LEGAL TERMS AND CONDITIONS

- i. **According to section 31(1) of the FSS act, a Mess contractor must have/ attain license from FSSAI (Food Safety and Standards Authority of India) issued on or before date of issuance of tender.**
- ii. The Tenderer should make sure that his work should be as per the guidelines laid by **FSSAI (Food Safety and Standards Authority of India)**
- iii. It is responsibility of the Tenderer to undergo through the **Food Safety Audit** as conducted by FSSAI from time to time to check compliance with the standards of food safety and hygiene prescribed under Schedule 4 of the Food Safety and Standards (Licensing and Registration of Food Business) Regulation, 2011 in the premises of Mess in mess building at AIIMS, Deoghar.
- iv. The tenderer (food business operator) should have at least one trained and certified person in their business premises to ensure food safety. He may nominate a person as food safety supervisor and get him/ her trained under the FSSAI FoSTaC programme.
- v. The Tenderer and his staff shall abide by various rules and regulations of AIIMS, Deoghar as prevalent from time to time.

- vi. The Tenderer and his staff shall comply with all instructions and directions of the AIIMS, Deoghar authorities given from time to time. In the event of any emergent situation, the staff of the Tenderer shall comply with instructions given by the AIIMS, Deoghar authorities, without waiting for confirmation by the Tenderer.
- vii. 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, Deoghar, as and when necessary.
- viii. The successful vendor shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of AIIMS, Deoghar.
- ix. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of Mess according to **FSSAI (Food Safety and Standards Authority of India)** and other related documents including for complying with any statutory requirements and provisions of applicable laws.
- x. Non compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
- xi. 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.

8. PENALTY

- i. A Mess Management Committee/ Mess committee will be nominated by the AIIMS Deoghar to inspect the functioning of the Mess with a view to ensure hygienic and satisfactory service. In case repeated failures or lacunae are noticed by the Committee on the part of the firm, Chairman of the Mess Management Committee/Mess committee may impose a fine of upto Rs. 5,000/- on each occasion after approval of the competent authority.
- ii. In case services are found to be unsatisfactory or there is breach of any of the clause of terms and conditions, the contract is liable to be terminated at one month's notice resulting in the forfeiture of Performance Security.
- iii. In case eatables are sold by the Licensee after the expiry date as mentioned by the manufacture, a penalty of Rs.500/-will be imposed for each default.
- iv. Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 5,000/- on the caterer.
- v. Three 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.
- vi. Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 10,000/- on the caterer.
- vii. If Committee agrees that certain meal was not cooked properly then a fine of Rs. 10,000/- would be imposed on the caterer.
- viii. 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 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.

- ix. Changes in menu of any meal without permission of Committee would result in a fine of Rs. 10,000/-on the caterer.
- x. Fine on any discrepancy (personal hygiene of workers, mis behavior by workers etc.) will lead to fine of Rs. 20,000/- on caterer for every instance.
- xi. 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.
- xii. 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.
- xiii. As and when Committee proposes a fine it will inform the representative of the caterer or mess manager and fine will be imposed.
- xiv. 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 Committee.
- xv. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine upto Rs 50,000/- or summary termination of the Contract.

9. Termination of Contract

- i. The Department without prejudice to any other remedy for breach of contract may terminate the contract in whole or in part,
- ii. 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 there of and nothing will be payable by AIIMS Deoghar in that event the security deposit shall also stands forfeited.
- iii. if the supplier fails to perform any other obligation (s) under the contract/agreement, or in case, any of the documents furnished by supplier is found to be false at any stage, it would be deemed to be a breach of terms of contract/agreement, making the supplier liable for legal action besides termination of contract.
- iv. If the contractor sublets the contract to other agency.

10. Termination for insolvency

The Department may by giving written notice and without compensation to the supplier, terminate the contract/agreement, if the supplier becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

11. Force Majeure

- i. If, during the continuance of the contract/agreement, the performance (in whole or in part by either party) in respect of any obligation under this contract/agreement, is prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (here in after referred to as events) and notice of such happenings is given by the affected party to the other within 21 days from the date of occurrence, neither party shall by reason of such event be entitled to terminate this contract/agreement, nor any party shall have any claim for damages against the other in respect of poor/inadequate performance or delay in performance under the contract/agreement.

- ii. The supply of Mess service shall be resumed as soon as practicable after such event and the decision of the Department as to whether the supplies have been so resumed or not, shall be final and binding.
- iii. Provided further that if the performance in whole or part of any obligation under this contract/agreement is prevented or delayed due to any such event for a period exceeding 60 days, either party may, at its discretion, terminate the contract/agreement.

12. Arbitration

- i. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the AIIMS, Deoghar. In case his designation is changed or his office is abolished, then the sole arbitration shall rest with the office entrusted with the function of the AIIMS, Deoghar or by whatever designation such officers may be called (here in after referred to as the said officer). However, if the AIIMS, Deoghar or the said officer is unable or unwilling to act as arbitrator, then the sole arbitration shall rest with such other person as appointed by the AIIMS, Deoghar the said officer.
- ii. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award.
- iii. The venue of the arbitration proceeding shall be Office of AIIMS, Deoghar or such other place as the arbitrator may decide.

13. Set Off

Any sum of money due and payable to the supplier (including performance security deposit refundable to him) under this contract may be appropriated by the Department and set off the same against any claim of AIIMS, Deoghar for payment of a sum of money arising out of this contract/agreement, or under any other contract/agreement, made by the supplier with AIIMS, Deoghar.

14. Counter Offer to Bidder

The Department reserves right to counter offer price against price quoted by the bidder .

15. Alteration in Bid Document by Bidder

If during the process of Bid/Tender finalization, it is detected that the bidder has submitted bid documents after making some changes / additions / deletions in the bid documents downloaded from the Web site, the offer may be rejected and the EMD of the bidder may be forfeited in addition to any other action taken as per prevalent rules.

Faculty In-charge Tendering
AIIMS, Deoghar

SECTION V

SPECIAL CONDITIONS

1. Breach of Terms and conditions of Contract:-

In case of breach of any terms and conditions of the contract, any or all of the following actions may be taken against the contractor:-

- a) The Performance Security Deposit of the contractor may be forfeited.
- b) The agreement may be terminated.
- c) The contractor may be black-listed.
- d) Suitable recovery may be made.

2. Representatives (of Bidders) during Bid opening.

- i. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, any two of the representative mentioned in authorization letter will be allowed.
- ii. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed in Annexure II of section VI is not received or not brought by the representatives.

3. Integrity Pact – The pact essentially envisages an agreement between the prospective vendors/bidders and the buyer committing the persons/officials of both sides, not to resort any corrupt practices in any aspect/stage of contract. Only those bidders, who themselves to such a pact with the buyer would be considered competent to participate in the bidding process. In other words entering into pact would be preliminary qualification. The integrity pact clause has been enclosed as Section XIII.

Faculty In charge Tendering
AIIMS, Deoghar

SECTION -VI

Annexure I

**DECLARATION REGARDING NON- TAMPERING OF DOWNLOADED BID
DOCUMENT**

I/we, _____ (Name of Individual/Proprietor/Partner(s)/Director(s)) _____
of M/s _____ (Name of Company/Firm/Agency) _____
do, hereby, declare that I/we have not tampered the downloaded Bid document No. -----
----- dated ----- (downloaded from website www.AIIMS,
Deoghar.gov.in or E Procurement portal http://eprocure.gov.in/eprocure/app).

Signature Name
Name and Address of Firm

Note: In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by any one of the partners and in case of Limited company by any one of the Directors of the Company.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach AIIMS, Deoghar, PTI Campus, AIIMS, Deoghar on or before date of bid opening or to be carried by the person(s) authorized to attend bid opening on the day of bid opening)

To,
The Executive Director
AIIMS, Deoghar,

Sub: Authorization for attending bid opening for mess services at AIIMS Deoghar on -----Sir,
Following persons are, hereby, authorized to attend the bid opening for the Bid for providing mess services called by _____

on our behalf:-

Name of the Representative

Specimen Signature

1. _____

2. _____

Any one or any two person(s) (out of above named persons) may be present at the time of bid opening.

Signature of the Bidder

(Note :- Maximum two representatives will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorization as prescribed above is not received/ not shown by the representative at the time of bid opening)

ANNEXURE-III

**DECLARATION REGARDING BLACKLISTING / DEBARRING FROM TAKING PART IN GOVT. BID BY
AIIMS, Deoghar /GOVT. DEPT (to be produce on affidavit of minimum stamp)**

I /we, _____ (Name of Individual Bidder) do, hereby, declare that I / we have not been blacklisted or debarred in the past by AIIMS, Deoghar or AIIMS like institute or any other Government organization from taking part in Government Bids.

Or

I/we, _____ (Name of individual bidder) _____ do, hereby, declare that I / we was/were blacklisted or debarred by AIIMS, Deoghar or AIIMS like instate or any government organization by _____ (Name of Govt. Dept.) _____ from taking part in Government Bids for a period of _____ years with effect from . The period is over on and now I/ we are entitled to _____ take part in Government Bids.

Or

I / we, _____ Proprietor / Partner (s)/ Director (s) _____ of M/s _____ (Name of Company/Firm/Agency) _____ do, hereby, declare that the firm / company/ Agency namely M/s _____ has not been blacklisted or debarred in the past by AIIMS, Deoghar, or AIIMS like institute or any other Government organization from taking part in Government Bids.

Or

I / we, _____ Proprietor / Partner (s)/ Director (s) _____ of M/s _____ (Name of Company/Firm/Agency) _____ do, hereby, declare that the firm / company/ Agency namely M/s _____ was blacklisted or debarred by AIIMS, Deoghar or by _____ (Name of _____ G

ovt. Dept.)

_____ from taking part in Government Bids for

a period of _____ years with effect from _____. The period is over on

_____ and now the firm/ company/ agency is entitled to take part in Government Bids. I / we are fully aware that the Bid/ contract will be rejected/ cancelled AIIMS, Deoghar, and EMD/PSD shall be forfeited if the above information is found false.

In addition to the above, AIIMS, Deoghar, will not be responsible to pay the bills for any partially completed work.

Signature

Name

Capacity in which signed

Name & address of the firm:

Seal of the firm should be Affixed

Note:- In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company.

ANNEXURE- IV

Declaration on Non-Participation of near Relatives in the Bid

I _____ S/o _____

R/o _____ do, hereby, declare that none of my relative(s) is/are employed in AIIMS, Deoghar, Jharkhand . In case at any stage, it is found that the information given by me is false/incorrect, AIIMS, Deoghar, shall have the absolute and full right to take any action as deemed fit without any prior intimation to me.

Signature

Name

Capacity in which signed _____

Name & address of the firm: _____

Note: In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company.

BIDDER's PROFILE

ANNEXURE-V

Passport size
photograph of the
Bidder/authorize
d signatory
holding letter of
authorization.

General:

1 Name of the Bidder.....

2 Name of the authorized person signing and submitting the Bid whose photograph is affixed:-
Shri/Smt.....

(a. In case of Individual/Proprietary/Partnership firms, an authority letter must be issued by the Individual /Proprietor/ any Partner only, as the case may be. However, in case of Private Limited or Public Limited company, authorized signatory, normally Secretary of the company/ a Director of the company must issue the authority letter.

b. Bidder must submit the self-attested copy of the PAN card / Passport/ Aadhar Card of the Individual or proprietor or authorized partner (in case of Partnership firm) or authorized signatory (in case of Private Limited or Public Limited firms) who is issuing the authority letter.)

3 Address of the Bidder:

.....
.....

4 Correspondence Address (if different than Sl. No.3):.....

.....

5 (a) Tel no. with STD code(O)..... (Fax).....

.(R).....

(b) E-Mail ID (if any)

6a. Registration & incorporation particulars of the Bidder (if not an individual) :

i) Proprietorship

ii) Partnership

iii) Private Limited

iv) Public Limited

6b. Self-attested copies of documents of registration/ incorporation of the firm as required by law is to be submitted along with bid document.

7. Name of Proprietor/Partners/Directors
(in case of company/ firm/ agency)

8. It is stated that Original Authority Letter (in respect of authorized person mentioned at Sl. No. 2) is attached.

9. It is, further, stated that the self-attested copy of PAN card / Passport/ Aadhar Card of authorized person (authorized to sign the Bid document) is, also, attached.

10. It is clearly understood that the bid is likely to be rejected if photograph of authorized person (mentioned at Sl. No. 2) and affixed above do not match with photograph on PAN Card/ Passport/ AadharCard.

I/We, hereby, declare that the information furnished above is true and correct to the best of our knowledge.

Place:-

Signature of Bidder/Authorized Signatory

Date:-

Name of the Bidder.....

Seal of the Bidder.

SECTION - VII

ORDER FOR UPLOADING OF DOCUMENTS OF QUALIFICATION BID.

Qualification Bid should have scanned copy of documents in following order:

- i. DD for Document fee;
- ii. DD for Earnest Money Deposit;
- iii. Tender Document with each page duly signed and stamped by the authorized signatory of the agency in token of their acceptance;
- iv. Duly filled and signed Bid form at section II and Bidders profile at Annexure -V of section VI.
- v. Self-attested copy of Certificate of Registration/ Incorporation of the company/ firm/ agency (if bidder is other than individual).
- vi. Self-attested copy of PAN Card/ GIR No. of the Bidder.
- vii. Self-Attested copy of the IT return filed for the last three financial years (FY 2019-20; 2020-21& 2021-22)
- viii. Experience certificate.
- ix. Original Authority Letter as per Annexure-II in respect of authorized person (authorized to sign the bid document), provided authorized person is different than bidder.
- x. Turn over certificate.
- xi. Declaration as per Annexure- IV of Section VI regarding non-participation of near relatives in the bid duly filled and signed by Proprietor/ all Partners/All Directors (As the case maybe).
- xii. Declaration as per Annexure- I of Section VI regarding non-tampering of tender document in cases of downloaded tender, duly filled and signed by Proprietor/ Partner/ Director (As the case maybe)
- xiii. Declaration as per Annexure -III of Section VI about blacklist/Debarring, duly filled and signed by Proprietor/ All Partners/All Directors (As the case maybe).
- xiv. Financial Bid (Section – XII).
- xv. Integrity Pact (Section – XIII)

SECTION – VIII

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e - Procurement are at <https://eprocure.gov.in/eprocure/app>. The bidder must carefully follow the instructions:

- i. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/ bidders on the e-procurement / e- tender portal is a prerequisite for e-tendering.
- ii. Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/ true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- iii. Bidder need to login to the site through their user ID/password chosen during enrolment/registration.
- iv. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/ SIFY/ TCS/ nCode/ eMudhra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- v. The DSC that is registered only should be used by the bidders and should ensure safety of the same.
- vi. Contactor/Bidder may go through the tenders published on the site and download the required tender documents/ Annexure for the tenders he / she is interested.
- vii. After downloading/getting the tender document/ Annexure / Appendices, the bidder should go through them carefully and then submit the documents as asked , otherwise bid will be rejected.
- viii. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.
- ix. Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by given the password of the e-Token/Smart Card to access DSC.
- x. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the "my tenders" folder.
- xi. From my tender folder, he selects the tender to view all the details indicated.
- xii. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexure and appendices carefully and upload the documents as called for, otherwise, the bid will be rejected.
- xiii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document uploaded through online for the tenders should be less than 2 Mb. If any document is more than 2Mb, it can be reduced through zip/rar and the same can be uploaded,if permitted. Bidders Bid documents maybe scanned with 100 dpi with black and white option. However if the file size is less than 1 Mb the transaction uploading time will be very fast.
- xiv. Bidder should take into account the corrigendum/Addendum published from time to time before

submitting the online bids.

- xv. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xvi. Bidder should submit the Tender Fee/EMD as specified in the tender. The original should reach to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- xvii. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- xviii. The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- xix. The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise bid will not be acceptable.
- xx. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- xxi. The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- xxii. If price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/ replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- xxiii. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock).The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- xxiv. After the bid submission (ie after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening event.
- xxv. The time settings fixed in the sever side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in e-tender system. The bidders should follow this time during bid submission.

- xxvi. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- xxvii. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall , the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xxviii. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive field's is done.
- xxix. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- xxx. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: 1800-3070- 2232 or send an email to cppp-nic@nic.in.

Faculty In-charge Tendering
AIIMS, Deoghar

SECTION-IX:**MESS MENU**

Day	Breakfast	Lunch	Snacks	Dinner
Monday	Bread Sandwich, Toasted Bread Slice, Tea/Coffee, 2Egg; Milk (with Horlicks)	Rice, Chapati, Dal (Toor), Seasonal vegetable (Sabji), Curd (Medha), Salad, Papad	Chana Vada, Tea/coffee, Biscuits	Rice, Egg curry(non- veg.), Matar Paneer (Veg.), Custard, Plain paratha, Salad
Tuesday	Poori Sabji, Banana (01 pc), Tea/ Coffee	Rice, Chapati, Sambhar, Seasonal vegetable (Sabji)Curd, Papad, Salad, Pickle	Samosa (with ketchup), Te/Coffee, Biscuits	Pulav, Chapati, Mix Veg, Ice- Cream, Chana Dal
Wednesday	Chhole Bhature, Salad, Tea/Coffee	Jeera Rice, Chapati, Aloo Soyabean, Dal (Chana), pickle, Curd, Salad, Papad	Noodles, Tea/Coffee, Biscuits	Rice, Chapati, Butter chicken/Kadhai Paneer, Kheer, Salad
Thursday	Banana (01), Idli- Wada, Sambhar, Chutney, Tea/Coffee	Rice, Chapati, Dal (Toor), Rajma, Curd, Pickle, Salad, Papad	Onion pakoda, Tea/Coffee, Biscuits	Poolav, Chapati, Sabji, Bati, Dal(mixed)
Friday	2 Eggs, Milk (with Horlicks), Aloo Paratha, Tea/Coffee	Rice, Chapati, Curry, Bhindi bhujia, Curd, Pickle, Salad, Papad	Kachori, Tea/Coffee, Biscuits	Rice, Chapati, Fish, Chhola, Sweet, Salad
Saturday	2 Egg, Milk (with Horlicks), Sprouts, Poha, Tea/Coffee	Poolav, Plain Paratha, Chhola Paneer, Dal, Curd, Pickle, Salad, Papad	Samosa (Ketchup), Tea/Coffee, Biscuits	Rice, Chapati, Dal (Arhar), Egg bhurji, Manchurian/Kofta
Sunday	Banana (01), Dosa, Sambhar, Chutney, Tea/Coffee	Rice, Chapati, Dal Fried (Arhar), Green Sabji, Curd, Pickle, Salad, Papad	Pasta (With Ketchup), Tea/Coffee, Biscuits	Chicken Biryani, Veg Biryani (With Paneer and Chunks), Green Sabji, chapati, Rayta, Salad, Sweet

Milk (200 ml) , Samosa 3 piece, Kachori 4 piece

- Dal should be fried
- Shambhar is for South Indians only (except on Tuesday lunch)

SECTION- X
PERMISSIBLE BRANDS OF CONSUMABLE

ITEM	BRAND
Mustard Oil	Agmarked Hathi/Engine/Saloni
Salt	Iodised salt Tata, Annapurna, Nature Fresh
Spices	MDH, MTR ,Catch, Everest, or equivalent quality brand
Ketchup	Maggi, Kissan, Heinz
Refined Oil	Sundrop, Nature Fresh, Godrej
Pickle	Mother's or Priyaor Tops
Atta	Aashirvad, Pillsbury, Nature Fresh
Butter	Amul, Britannia, Mother Dairy
Bread	Harvest, Britannia, Moreish
Jam	Kissan, Nafed
Milk	Sudha, Medha/ Amul
Paneer	Amul/Sudha/Medha
Tea	Brook Bond, Lipton, Tata
Coffee	Nescafe, Rich Bru
Biscuits	Britannia, Parle, Good Day
Ice Cream, Lassi, Curd	Mother Dairy, Amul, Cream Bell Natural , Quality - all varieties
Mineral Water	ISI marked Kinley/Bisleri/Ganga/Aquafina
Besan, Dal	Jalan/Tatasampan
Rice	India gate/Dawat/Fortune
Cold Drinks	Pepsi, Coke etc.
Packed Juices	Real, Tropicana
Lemon Water	Hello
Sweet	Bikaner, Haldiram

The Contractor may use any other equivalent brand after obtaining prior approval from AIIMS Deoghar.

SECTION – XI

Items for the mechanisation of each kitchens

Following machinery/items should be essential for mechanisation:-

1. Chapati Maker Machine (Fully Automatic)
2. Dough Kneader (50 Kg capacity)
3. Ban Marie
4. Water purifier with cooler (80 L capacity)
5. Dishwasher
6. Exhaust hood (Size 60× 30 × 20 inches)
7. Rice warmer
8. Sandwich griller
9. Potato/Onion Bin
10. Exhaust Fan
11. Four door Refrigerator
12. Insect repellent machines.
13. Two burner Range
14. Chappati Rolling Table
15. Potato peeler
16. Work table for cutting & chopping
17. Hot case
18. Deep freezer (>300 liter)
19. Plate Rack
20. Clean rack
21. Dish landing table
22. Crockery Table
23. Storage Racks
24. Masala Grinder tilting type
25. Meat mincer
26. Bulk Cooker
27. Weighing Machine
28. Pot Racks
29. Pallets (as per requirements.)
30. Stocks Pots (as per requirements)

SECTION: XII

Financial Bid

Sr No	Items	Total amounts in Rupees/day including GST	Total amounts in Rupees/day including GST (In words)
1.	Break fast		
2.	Lunch		
3.	Evening Snacks		
4.	Dinner		
	TOTAL		

- L1 will be decided through lowest total amount/per day.

SECTION-XIII

Integrity Pact

(On Non-Judicial Stamp Paper of ₹.100)

Between

All India Institute of Medical Sciences, hereinafter, referred to as “AIIMS Deoghar”

and

.....hereinafter referred to as “The Bidder (S)/Contractor(S)”

Preamble

The AIIMS Deoghar intends to award, under laid down organizational procedures, contract/s for

The AIIMS Deoghar values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparencies in its relations with its Bidder(S) and/ or contractor (S).

In order to achieve this goal, AIIMS Deoghar will appoint Independent External Monitor (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section – 1 Commitments of AIIMS Deoghar

- 1) AIIMS Deoghar commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of AIIMS Deoghar, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for a accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) AIIMS Deoghar will, during the tender process treat to all Bidder(S) with equity and reason. The AIIMS Deoghar will in particular, before and during the tender process, provide to all Bidder(S) the same information and will not provide to any Bidder(S) confidential/ additional information through which the Bidder(S) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The AIIMS Deoghar will exclude from the process all known prejudiced persons.
- 2) If AIIMS Deoghar obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, AIIMS Deoghar will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section – 2 Commitments of the Bidder(S) / Contractor (S)

- a) The Bidder(S)/Contractor(S) commits himself to take all measures necessary to prevent corruption. The Bidder(S)/Contractor(S) commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- b) The Bidder(S)/Contractor(S) will not enter with other Bidder(S) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to *introduce* cartelisation in the bidding process.
- c) The Bidder(S)/Contractor(S) will not commit any criminal offence under the relevant Anti-Corruption Laws of India, further the Bidder(S) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by AIIMS

Deoghar as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(S)/Contractor(S) of foreign origin shall disclose the name & address of the Agents/representatives In India, If any. Similarly the Bidder(S)/Contractor(S) of Indian Nationality shall furnish the name and address of foreign principals, If any Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(S)/Contractor(S), Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative have to be in Indian Rupees only.
 - e) Bidder(S)/Contractor(S) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) The Bidder(S)/Contractor(S) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(S)/Contractor(S) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section – 3 Disqualification from tender process and exclusion from future contracts

If the Bidder(S)/Contractor(S), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, AIIMS Deoghar is entitled to disqualify the Bidder(S)/Contractor(S) from the tender process or take action as per rule & regulations.

Section – 4 Compensation for Damages

- If AIIMS Deoghar has disqualified the Bidder(S) from the tender process prior to the award according to Section 3 above, the AIIMS Deoghar is entitled to demand and recover the damage equivalent to Earnest Money Deposit/Bid security.
2. If AIIMS Deoghar has terminated the contract according to Section 3, or If AIIMS Deoghar is entitled to terminate the contract according to Section 3, AIIMS Deoghar shall be entitled to demand and recover from the Bidder(S) liquidated damages of the Contract value or the amount equivalent to performance bank Guarantee.

Section – 5 Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes Incorrect statement on this subject, he can be disqualified from the tender process or action can be taken the contract, If already awarded, can be terminated.

Section – 6 Equal Treatment of all Bidder(S)/ Contractor(S)

In case of sub-contracting, the AIIMS Deoghar Contractor shall take the responsibility of the adoption of integrity pact by the Sub-contractor.

1. The AIIMS Deoghar will enter into agreements with identical conditions as this one with all Bidders and Contractors.
2. The AIIMS Deoghar will disqualify from the tender process all bidders who do not sign this pact of violate its provisions.

Section – 7 Criminal Charges against violating Bidder (S) Contractor (S) Subcontractors (S)

If the AIIMS Deoghar obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the AIIMS Deoghar has substantive suspicion in this regard, the AIIMS Deoghar will inform the same to the Chief Vigilance Officer.

Section – 8 Independent External Monitor

1. The AIIMS Deoghar appoints competent and credible Independent External Monitor for this Pact. After approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He /she reports to the Director AIIMS Deoghar.
3. The Bidder (S) Contractor (S) accepts that the Monitor has the right to access, without restriction to all Project documentation of the AIIMS Deoghar including that provided by the Contractor. The Contractor will also grant the their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder (S)/ Contractor (S)/ Sub-contractor (S) with confidentiality. The Monitor has also signed declarations on Non-Disclosure of Confidential Information and of 'Absence of conflict of Interest'. In case of any conflict of Interest arising at a later date, the IEM shall inform Director, AIIMS Deoghar and recuse himself/herself from that case.
5. The AIIMS Deoghar 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 principal and the Contractor. The Parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Director, AIIMS Deoghar and request the Management to discontinue or take corrective action, or the take other relevant action. The monitor can in the regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Director AIIMS Deoghar, within 8 to 10 weeks from the date of reference or intimation to him by the AIIMS Deoghar and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Director AIIMS Deoghar, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director AIIMS Deoghar has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this Information directly to the Central Vigilance Commissioner.
9. The word Monitor, would include both singular and plural.

Section – 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder's 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time the same shall be binding and continue to be

valid despite the lapse of this pact as specified above unless it is discharged / determined by Director of AIIMS Deoghar.

Section – 10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the AIIMS Deoghar.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be Invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like comprehensive Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradictions between the integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and on behalf of the AIIMS Deoghar

Office Seal

Place : _____

Date : _____

For & on behalf of Bidder/Contractor

Office Seal

Witness 1 : _____

Witness 2 : _____