

(A Central Autonomous Body under PMSSY, MoH&FW, Government of India)

**EXPRESSION OF INTEREST FOR HIRING OF REPUTED
FIRM/COMPANY/AGENCY FOR PROVIDING HOSTEL
MESS AND CAFETERIA SERVICE**

AT

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
VIJAYPUR, JAMMU-184120**

**EOI Ref No: AIIMS/JMU/EOI/SERVICES/2023/1
Dated: 17TH OCTOBER, 2023 (Tuesday)**

EOI Document can be downloaded from following websites:

- <https://www.eprocure.gov.in/epublish/app>
- <https://www.aiimsjammu.edu.in/>
- If any Bidder cannot download the tender documents from the above websites They may collect the Hard copy of the Tender Documents from the Office of Deputy Director (Administration)



Address To:

Deputy Director (Administration)

All India Institute of Medical Sciences, Vijaypur, Jammu

Camp Office: - Government Medical College (GMC) Doctor's Guest House,
Maheshpura Chowk, Jammu-180001

**EXPRESSION OF INTEREST TENDER FOR HIRING OF
REPUTED FIRM/COMPANY/AGENCY FOR PROVIDING HOSTEL
MESS AND CAFETERIA SERVICE AT ALL INDIA INSTITUTE OF
MEDICAL SCIENCES, VIJAYPUR JAMMU-184120**

CRITICAL DATE SHEET

1.	Date of Issue/Publishing	17/10/2023 Time 17:30 Hrs (Tuesday)
2.	Number of Covers	02 (Two)- Cover-I (Technical Bid) and Cover-II (Financial Bid)
3.	Bid Document Download Start Date	18/10/2023 Time 10:00 Hrs (Wednesday)
4.	Place of Submission of Bid Documents	Tender Box, Placed at Camp Office of AIIMS, Jammu located at GMC Doctor's Guest House Near Maheshpura Chowk, Jammu-180001
5.	Bid Submission Start Date	18/10/2023 Time 10:00 Hrs (Wednesday)
6.	Pre-Bid Meeting (For any query related to tender)	30/10/2023 Time 11:00 Hrs (Monday) Pre-bid meeting to be carried out physically at Conference Hall of AIIMS, Jammu located at Government Medical College (GMC) Doctor's Guest House Near Maheshpura Chowk, Jammu-180001.
7.	Bid Submission End Date	14/11/2023 Time 17:30 Hrs (Tuesday)
8.	Date and Time of Opening of Technical Bids (Cover-I)	15/11/2023 Time 11:00 Hrs (Wednesday)
9.	Date of Opening of Financial Bids (Cover-II)	20/11/2023 Time 14:00 Hrs (Monday)
10.	Estimated Cost	Approximately Rupees 9.7 Cr. (Rupees Nine Crore & Seventy Lakh only) per annum
11.	Tender Process Fee (Non-refundable) Not exempted	Rs.2,000/- In form of DD in favour of ED & CEO, AIIMS, Vijaypur, Jammu payable at Jammu alongwith bid documents separately
12.	EMD (Earnest Money Deposit)	Rs. 29,10,000/- (Rupees Twenty-Nine Lakhs ten thousand only)
13.	Performance Bank Guarantee	5% of Estimated Contract Value
14.	Bid Validity	180 days from the date of publication
15.	Contract detail E-mail id	Deputy Director (Administration) ddaaiimsjammu@gmail.com
16.	Location	All India Institute of Medical Sciences, Vijaypur, Jammu, Camp Office located at Government Medical College (GMC) Doctor's Guest House, Near Maheshpura Chowk, Jammu-180001.

Note: The Applicants are requested to read the EOI document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the Applicants.

Deputy Director (Administration)
For and on behalf of Executive Director, AIIMS Jammu

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Vijaypur, Jammu 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, Vijaypur, Jammu with the selected bidder/firm/agency.

1. Executive Director & CEO, AIIMS Jammu invites Offline bids on two bid systems for “Hiring of Reputed Firm/Company/Agency for Providing Mess (**Boys Mess & Girls Mess**) and Cafeteria (**Academic block**) Services at AIIMS, Jammu”.
2. Tender document may be downloaded from AIIMS web site www.aiimsjammu.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/epublishing/app> as per the schedule as given in CRITICAL DATE SHEET.
3. Bid shall be submitted in form of Hard copy in Tender Box in one envelop consisting of inner separate envelope for Technical bid and Financial Bid, Placed at Camp Office of AIIMS, Jammu located GMC Doctor’s Guest House Near Maheshpura Chowk, Jammu-180001.
4. Tenderer who has downloaded the tender from the **AIIMS website www.aiimsjammu.edu.in** and Central Public Procurement Portal (CPPP) e-Publishing website <https://eprocure.gov.in/epublishing/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 Jammu.
5. The Technical bid should include as per Annexure –II
6. **EARNEST MONEY DEPOSIT (EMD):-**

Earnest Money Deposit (i.e. ₹ 28,00,000/-) to be deposited in the form of **Insurance Surety Bonds/Account Payee Demand Draft/ FDR/Banker’s Cheque or BG (including e-Bank Guarantee)** from any of the commercial Banks. 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/Demand Draft/ FDR/Banker’s Cheque or BG (including e-Bank Guarantee) may be prepared in the name of "**The ED & CEO , AIIMS, Jammu**". 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 **Camp Office, GMC Doctor’s Guest House, Maheshpura Chowk, Jammu-180001**, prior to opening of tender.

- No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Jammu 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 Jammu 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 the relevant documents in support of exemption.

- The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
- EMD should remain valid for a period of 180 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.

7. **Quotations/Bid should be valid for 60 days** from the tender due date i.e. tender opening date.
8. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, and GST registration.
9. The GST registration details may please be furnished.
10. 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.
11. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the competent authority.
12. All disputes shall be subject to Jammu Jurisdiction only.
- 13. AIIMS Jammu 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.**
14. The Tender/Bid will be opened Physically in Camp Office, GMC Doctor's Guest House, Maheshpura Chowk, Jammu 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.
15. 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 Jammu**

Scope of Work

1. All Civil and Electrical work including Maintenance of the Kitchens of two messes and one cafeteria shall be done by the successful bidder. Installation & Maintenance of Dining tables and chairs in all Dining areas shall be the responsibility of the contractor. **Note: Samples of Tiles (Floor & Walls) including finishing material, Dining Tables and Chairs will be approved by Mess Committee/competent authority.**
2. Security of licensed premises, equipment's, cutleries, fittings, fixtures and furniture etc. is the responsibility of the Contractor.
3. Strict adherence to the timings, menu and prices of extra items will be made as determined by the Mess Committee in consultation with the Contractor.
4. The strength of mess members is expected to be **Approx. 500** during the contract. The same may be increased / decreased.
5. The Contractor shall, at his cost, maintain adequate stocks of food grain, grocery etc., and adhere to the standards as prescribed by the Institute.
6. No food cooked in the Mess shall be taken outside the premises without prior permission of the competent authority.
7. Vegetarian and Non-Vegetarian food will be cooked and served separately.
8. Cleaning and Housekeeping of Kitchen and dining area, will be the sole responsibility of the Contractor. Cleaning of Utensil, Cutlery, Crockery, Kitchen Equipments & furniture will also be the sole responsibility of the Contractor. Contractor 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 Contractor shall attend the monthly meeting 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 Contractor's workmen.
13. Notwithstanding any other provisions made in the contract, the Executive Director & CEO, AIIMS, Jammu 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 & CEO, AIIMS, Jammu either directly or through its Mess Committee reserves the right of altering the specifications/scope of work.

Terms & Conditions

A. General Conditions:

1. **Period of Contract:** The contract period shall commence on the date of Commencement and shall remain **for three years and extendable for 2 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 & CEO, AIIMS, Jammu 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 L-1 bidder shall submit an irrevocable Performance Guarantee of **5% (five percent)** of the bid amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the Contract Agreement, (not withstanding and/or without prejudice to any other provision in the contract) **within 15 Days** from the Date of issuing of Letter of Acceptance/Notification of Award by AIIMS, Jammu. This guarantee shall be in the form of **Insurance Surety Bonds/Account Payee Demand Draft/ FDR or BG (including e-Bank Guarantee)** from a Commercial Bank valid for **60 days** beyond the date of completion of all contractual obligations from any Commercial bank in accordance with the form annexed hereto in favor of **“ED & CEO, AIIMS Jammu”**, Payable at Jammu. In case a Fixed Deposit Receipt of any Bank is furnished by the contractor to the Government as part of the Performance Security Deposit and the Bank is unable to make payment against the said Fixed Deposit Receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

The Performance Security Deposit shall be initially valid for the period of 38 Months. In case the time for completion of work gets extended, 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 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 & CEO, AIIMS Jammu.

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 Jammu.
8. The Executive Director & CEO, AIIMS, Jammu 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 & CEO, AIIMS, Jammu 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 & CEO, AIIMS, Jammu 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.

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 from 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 segregation & disposal of General waste (i.e. Dry & Wet 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 one month 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 Labour 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 also on the buffets.

19. The contractor must ensure that there is at least one waiter for every 15 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 messes & Cafeterias. Apart from the Mess supervisor, the following minimum number of staff should be available in the mess & cafeteria daily for each Dining Hall in each shift:

- a. Cooks (Certified/ Trained): 3
- b. Roti makers: 2
- c. Helpers for roti making: 2
- d. One waiter for every 15 people dining in the mess/ cafeteria
- e. Staff for washing utensils: 3
- f. Staff for cleaning kitchen & dining hall: 4

21. The contractor shall be responsible for ensuring safety and maintenance of all the fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of fixtures found then the same will be recovered from the contractor. The contractor has to take all fire safety measures as per NBC and other applicable law, rules, regulations 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. 60,000/- will be paid by the contractor on actual basis along with fixed charges levied by the Electricity Board and water charges as applicable in the UT of J&K, for which sub-meter shall be provided by AIIMS Jammu. The electricity & water charges will be paid on or before 5th 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/Cafeteria services contract will be taken on the basis of total marks scored.

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 (FSSAI approved).
- (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 at least 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 JAMMU students, faculty, staff and visiting faculties/guests.
34. The tenderer shall not keep the Mess closed without prior permission from the AIIMS, JAMMU authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by AIIMS, JAMMU, 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 & Cafeteria services, after approval from AIIMS, JAMMU.

B. Qualifying Requirements: -

36. The agency should be a registered and licensed vendor i.e FSSAI licensed in the similar line of business covered under this tender. Appropriate documents/certificates issued from appropriate authorities of FSSAI should be enclosed to support this.
37. The Agency should have PAN Number and GST Registration.
38. The agency should have valid ISO-22000:2005 or ISO 9001: 2015 Certification.
39. The bidder should have sufficient/ adequate Infrastructure, manpower and financial strength to undertake the contract.
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. The bidder should have branch / registered office preferably at Jammu.
42. The agency must have had a minimum annual turnover of 10 crores (Rupees Ten crore only) per annum in any three consecutive financial years in last six financial years i.e. from 2017-18 to 2022-23 for a similar line of business. The agency must submit a duly signed certificate with membership number from Chartered Accountant (CA) clearly showing financial year-wise turnover. The agency should also attach a copy of profit loss statement/ balance sheet certified by a Chartered accountant.
43. The agency should have a minimum continuous three years of experience in providing a similar type of mess and catering services as on 31 March 2023 to the Government Educational Institutes/ Universities, Autonomous Bodies, Large/Reputed Private Sector institute, Top 50 University/ Business School as per current NIRF Ranking and Educational Institutes CFTIs like IIMs, IITs, AIIMS etc. The agency should have worked for a minimum of Three Government Educational Institutes/ CFTIs like IIMs, IITs, AIIMS etc / Top 50 University/ Business School as per current NIRF Ranking out of which minimum 01 (One) should be with minimum order/contract value of 3 crores per annum from Mess Catering Service in last six years ending on 31st March 2023. Please submit the Copy of Work Order/ Contract along with the performance certificate/ completion/ Feedback from Clients with positive rating, otherwise the experience will not be considered.
44. The bidder should have not been debarred/blacklisted/should have not been terminated /ceased without completing the entire duration of contract period by any Central/State Govt. Department, Public Sector Undertaking, Autonomous Bodies, Academic Institutions, CFTIs etc. during past five years from the last date of submission of bids.
45. There should be no legal case pending against the Proprietor / Firm / Partner or the Company (Agency). An undertaking must be enclosed in this regard.

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

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

48. **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 & CEO, AIIMS Jammu may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

49. **Validity:** The quoted rates must be valid for a period for **60 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.

50. 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.

C. TENDER EVALUATION

AIIMS Jammu will use Cost Evaluation under Combined Quality Cum Cost Based System (CQCCBS), the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%. Proposals with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. Total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

a) TECHNICAL EVALUATION:

TECHNICAL EVALUATION CRITERIA:

S.N o.	Parameter	Scoring Protocol
	QUALITY	TOTAL: 100 MARKS (Min. 40 Marks required for Qualification)
1.	Vendor Profile (No. of Staff, office etc.) Based on the Valid proof submitted (EPF/ESI proof etc)	Max Marks: 10
2	Experience (in years): Total number of mess experience in academic institutes only (With min 400 Students Dining, Proof to be attached)	Max Marks: 15 - 10 or more Years – 15 Marks - 5 but less than 10 years - 10 Marks - 3 but less than 5 years - 05 Marks - Less than 3 years – 0 Marks

3	Experience with any Govt Academic Institute with contract value of not less than Rs. 3 crore per annum from Mess Catering Service in last six years ending on 31 st March 2023.	Max Marks: 25 - More than 8 Institutes - 25 Marks - 7 - 8 Institutions - 20 Marks - 5 – 6Institutions - 15 Marks - 2 - 4Institutions - 10 Marks - Min 1 Institute - 5 Marks
4	Experience with CFTIs like IITs/IIMs/IISER/NITs/Central Universities/ AIIMS etc in Last Six Years.	Max Marks: 25 - More than 8 Institutes - 25 Marks - 7 - 8 Institutions - 20 Marks - 5 – 6Institutions - 15 Marks - 2 - 4Institutions - 10 Marks - Min 1 Institute - 5 Marks
5	Average Annual Turnover of the any 3 consecutive Financial Years in last six financial years i.e. from 2017-18 to 2021-23	Max Marks: 25 - 50 crore & above – 25 Marks - 30 crore & above but less than 50 crore – 20 Marks - 20 crore & above but less than 30 crore – 15 Marks - 15 crore & above but less than 20 crore – 10 Marks - 10 Crore & Above but less than 15 crore – 05 Marks - Less than 10 Crore – 0 Marks

➤ A bidder has to score at least an overall minimum score of 60 in the technical evaluation in order to be technically qualified.

b) FINANCIAL EVALUATION:

The financial evaluation will be for 30 marks and will be only for the technically qualified bidders. The lowest priced qualified bidder will get the maximum financial score (30) while the others will have a pro-rated score lower than 30. More specifically, the financial score of a technically qualified bidder is calculated as financial score = 30 (lowest price bid)/ (price bid of the bidder).

c) SELECTION OF SUCCESSFUL BIDDER:

- i. The bidder with the highest total score (technical + Financial) will be declared as the successful bidder. In case of tie, the bidder having higher financial score will be declared successful.
- ii. The following formula will be used to evaluate the overall ranking of the qualified tenders.

$$\text{Overall Score} = \frac{\text{Score of Technical Bid} \times 70}{\text{Highest Score of Best Technical Bid}} + \frac{\text{Lowest Financial Bid} \times 30}{\text{Price of Financial Bid}}$$

iii. Selection of tender will be based on overall score calculated from the formula. An Example of the same is presented below:

Bidder	Score of Technical Bid	Price of Financial Bid	Overall Score	Overall Rank
Company A	90	480	98.75	First
Company B	80	470	91.58	Third
Company C	80	460	92.22	Second

- The evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between the partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- In case two or more agencies are found to have quoted the same lowest rates, the competent authority, AIIMS Jammu shall decide about the agency to which the offer shall be granted based on the past credentials/report on the past performance of the firm, and length of experience etc as per the technical bid. The decision of the competent authority, AIIMS Jammu shall be final.
- AIIMS Jammu reserves the right to negotiate the quoted price with the successful bidder to arrive at the fair and reasonable price.
- The AIIMS Jammu is not bound to award contract at the lowest price received in the Tender and reserves the right to decide on fair and reasonable price of the services tendered for any counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counteroffer rate is offered to the bidders.
- AIIMS Jammu reserves the right to award the contract to either one agency or more than one agency as per item-wise L-1 rate quoted by them or by giving the counted offer of the lowest rate quoted in each category of item.
- Technical Bid containing commercial details or Revelation of Prices in any form or by any reason before opening the Financial Bid shall not be considered.
- The institute reserves the right to seek clarifications or additional information/ documents from any bidder regarding its technical bid. Such clarification(s) or additional information/document(s) shall be provided within the time specified for the purpose. Any request and response thereto shall be in writing. If the bidder does not furnish the clarification(s) or additional information/document(s) within the prescribed date and time, the proposal shall be liable to be rejected.
- In case the day of opening of tender is declared as a Public Holiday or there is non- functioning of the Institute due to any unavoidable reason, the next working day will be treated as a day for the purpose. No separate intimation will be given.
- Any act on the part of the bidder to influence anybody in the institute is liable to rejection of his bid.
- AIIMS Jammu reserves the right to reject any application without assigning any reason.
- AIIMS Jammu reserves the right to relax/amend/add/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof.
- The decision of Competent Authority, AIIMS Jammu will be final in all matters relating.

D. LEGAL TERMS AND CONDITIONS

51. The Tenderer and his staff shall abide by various rules and regulations of AIIMS, JAMMU as prevalent from time to time.
52. 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.

The Tenderer shall submit to AIIMS, JAMMU 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.

53. 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.
54. AIIMS, JAMMU 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, JAMMU 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, JAMMU's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, JAMMU shall have the right to engage any other tenderer to carry out the task.
55. 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, JAMMU, as and when necessary.
56. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
57. 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.
58. **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 & CEO, AIIMS, JAMMU whose decision shall be final and binding on both the parties.

E. Penalties for violation of rules, terms and conditions:

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

59. Non-availability of feedback register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 5,000/- on the Contractor.
60. Penalty for any misconduct by mess workers will impose a fine of Rs. 5,000/ instance.
61. Penalty for not wearing Uniform, Appropriate PPE and ID Card will impose a fine of Rs. 1,000/ instance.
62. Penalty for violating AIIMS Rules and Regulations will impose a fine of Rs. 5,000/ instance.
63. Penalty for downtime of equipments will impose a fine of Rs. 1,000/ instance.
64. Penalty for storing expired items in kitchen store will impose a fine of Rs. 5,000/ instance.
65. Penalty for damaging AIIMS property will impose a fine of Rs. 5,000/ instance.
66. Penalty for Lack of suggested Manpower per shift will impose a fine of Rs. 5,000/ instance.
67. Penalty for not Maintaining Vaccination record of Employees will impose a fine of Rs. 5,000/ instance.
68. One or more complaints of insects and/or foreign object cooked along with food found in any food item would invite a fine of Rs. 5,000/- on the Contractor.
69. One or more complaints of unclean utensils in a day would lead to a fine of Rs. 5,000/- on the Contractor.
70. If mess committee agrees that certain meal was not cooked properly then a fine of Rs. 10,000/- would be imposed on the Contractor.
71. 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 Contractor. The timing for that meal will be extended equivalent to delay time.
72. Changes in menu of any meal without permission of mess committee would result in a fine of Rs. 10,000/- on the Contractor.
73. Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs. 10,000/- on Contractor for every instance.

74. 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 Contractor.
75. 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 Contractor.
76. As and when mess council proposes a fine it will inform the representative of the Contractor or mess manager and fine will be imposed.
77. 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 committee.
78. Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.

F. Payment Terms:

79. The students dining in the mess for a particular month will pay the Contractor by any mode of payment into the Contractors account by the 7th of the next month. The Contractor will check the receipts and submit a list of students who have not paid the mess charges to the mess committee by the 10th of that month. The mess committee will ensure that all students dining in the mess have paid the Contractor by the 20th 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 Contractor during the Contract period.
- a. The rates quoted are fixed and inclusive of all taxes. No extra charges will be paid. Similarly, as and when faculty/staff/visiting faculty avail Mess/cafeteria services, such charges should be collected by the tenderer directly, and the Institute shall not be responsible for the same. However, if students do not pay the bill on time Agency may approach the institute in this case. Institute may assist the agency for getting the payment timely.
 - b. Agency will directly charge from students for their Meals as per rate quoted by agency and approved by AIIMS Jammu. If any staff member takes meal from agency, agency will directly charge from the concerned staff members, in this case also.
 - c. Bill shall be raised on monthly basis and submit the same succeeding month for payment. AIIMS Jammu will normally settle the bill within 15 days from the receipt of the bill. However, for delayed payment, the service provider will not charge any penalty or interest to AIIMS Jammu.
 - d. The payment under this agreement shall be made on satisfactory completion of job contract services, through NEFT/RTGS/IMPS (online transfer). The final payment shall, however, be made only after adjusting all the dues / claims of the AIIMS JAMMU.
 - e. Bill to be made in the name of AIIMS Jammu.
 - f. No advance payment will be made to the agency under any circumstances.
 - g. TDS/ Income Tax etc. are to be deducted at source from the bills of service provider as per rule.
 - h. The aforementioned rates shall be in force for the entire period of contract and shall not be revised under any circumstances during the contract period.

G. Mess Timing:

80. Mess timing would normally be as under. The Mess Committee however reserves the right to make any alternation in it in consultation with the Contractor: -
- Breakfast 7:00AM to 9:00 AM
 - Lunch 12:30 PM to 3:00 PM
 - Snacks 5:30 PM to 6.30 PM
 - Dinner 8:00 PM to 10:00 PM
81. Menu as decided by the Mess Committee will strictly be followed.
82. Sufficient counters for every meal shall be made operational. The decision of Mess Committee in this regard shall be final.

83. 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.

84. 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/north Indian dishes.

85. Special meals will be served three 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. and another non-veg. item masala chicken / mutton-korma / fish / butter chicken/ chicken or mutton biryani. 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.

H. 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.

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

J. 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, Jammu in that event the security deposit shall also stands forfeited.

K. 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, Jammu shall have the power to terminate the contract without any prior notice.

86. The AIIMS Jammu, 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 Jammu 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.

87. In case of pecuniary and material loss suffered by the Institute on account of negligence attributable to the Contractor or his employees, the AIIMS Jammu 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. 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.
88. The standard of sanitation will always be up to the satisfaction of the authorized representative or the officer-in-charge whose decision in this regard shall be final and binding on the contractor.
89. The contractor shall supply to his workers all gadgets/articles required for safety purposes. He may also maintain a First Aid Box to meet any emergency situation in respect of staff deputed by him.
90. The work shall be carried out satisfactorily as per the directions of the competent authority of the AIIMS Jammu. The Executive Director & CEO, AIIMS Jammu 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.
91. Conditional bid will be treated as unresponsive and it may be rejected.

L. Applicable Law:

- a. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings /processing.
- b. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jammu, UT of J&K, India only.
- c. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jammu. The decision of the Arbitrator shall be final and binding on both the parties.

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

- a. The contractor shall be responsible for behavior and conduct of his workers. No workman with doubtful integrity of having bad record shall be engaged by the contractor.
- b. The employees should be in proper uniform at the time of work. The uniform provided to the workers by the contractor should be different and distinguish from other categories of the Institute staff with name plate & badges.
- c. The employees should be presentable in appearance i.e. well cut and clean nails, well cut and groomed hair, properly combed, neat shaved etc.
- d. Contractor/service provider shall get medical examination of the staff deployed to ensure that they are free from any contagious diseases and/or are fit for discharge of duties as are assigned to him/her. Medical certificate for communicable diseases every six months or advised by Mess Committee and Vaccination record shall be provided starting from the date of start of work.
- e. The Contractor shall provide its staff, a minimum of two sets of uniforms. He should provide aprons, caps and gloves to the staff.
- f. 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).
- g. The employees shall also display a photo identity card on their person clipped to the shirt at all times.
- h. No persons who are not employed in the mess/ from outside the Institute should be allowed in the mess premises at any time.
- i. Selected bidder is required to get their hygiene rating done by FSSAI for AIIMS Jammu within one month from the date of contract. By failing which, contract may be terminated.

92. 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.

93. Right of the AIIMS, Jammu: - The AIIMS, Jammu 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, Jammu shall be final and bindings on all Parties.

N. 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 to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- a. Promise on the part of the principal not to seek or accept any benefit which is not legally available.
- b. Principal to treat all bidders with equity and reason.
- c. Promise on the part of bidders not to offer any benefit to the employees of the principal not available legally.
- d. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- e. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- g. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.
- h. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

The Bidder has to submit the Integrity Pact as per Annexure-VII.

O. AWARD OF CONTRACT:

- a. The Successful Bidder should accept the offer within 10 days from the date of receipt of "Letter of Offer", failing which the offer will be cancelled.
- b. In case the successful bidder backing out before actual award or execution of agreement or declines the offer of contract, for whatsoever reason(s), AIIMS Jammu will have right to forfeit the EMD.
- c. AIIMS Jammu reserves the right to modify/change/delete/add any further terms and conditions prior to the issue of work order.
- d. It is clearly understood by the parties that no financial liability of any type is created by issuance of work order.
- e. The Institute does not guarantee any minimum business or assignment which will depend on the requirements, financial resources available and your performance.

P. FORCE MAJURE: If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by Force Majeure situation. The Agency/ Firm shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- a. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Agency/ Firm and not involving the Agency/ Firm's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b. If a Force Majeure situation arises, the Agency/ Firm shall promptly notify the Institute in writing of such conditions and the cause within 7 days from the date of occurrence thereof. Unless otherwise directed by the Institute in writing, the Agency/ Firm shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c. Neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance.

General Structure of the mess/ cafeteria menu

Kindly note that operational services shall NOT INCLUDE preparation of menu and any policy matters related to running the mess. All such decision will be the direct responsibility of the Mess committee / competent authority though the suggested menu may be taken from time to time (Detail of menu is mentioned in the below-tabulated form).

Items	Weekdays	Menus
Break Fast	07:00 am to 09:00 am	a) Cornflakes/Flavored Cornflakes/Chocos/Wheat flakes with milk (hot or cold) b) Slices of plain bread (White/Brown) & toasted, Jam, Butter & preservers of Kissan/Amul/Mothers Dairy etc. and Sandwiches. c) Idli-sambhar or Dosa or Stuffed paratha or Chole bhaturey or Wada-sambhar or Poha +Jalebi or Upma or Parantha (Aaloo, Paneer, Onion, Gobhi) or Uttapam (Onion, Podi) or Chhole Bhaturrey or similar type* d) Eggs to order (Boiled / Scrambled/ Omelet) e) Tea/Coffee/Milk-Bournvita f) Fruit (Any Fruit but not repeating) & Fruit Juices, Shakes. g) Chutney Souse where applicable, Pickles and Curd.
Items	Weekdays	Menus
Lunch	12:30 pm to 3:00 pm	(one or more Menu as per Mess committee requirement) 1. North Indian: a) Rice-Plain or Jeera or Biryani or Pulao or Equivalent. b) Roti-Plain Tawa or Tandoori or Naan or Paratha. c) One Seasonal vegetable dry d) One Vegetable with gravy and soup. e) Daal fry / Daal Makhani. f) Desert/ Custard. 2. South India: a) Rice b) South Indian Vegetable with Gravy c) South Indian Vegetable Dry d) Sambhar/ Rasam e) Curd Rice, Lemon Rice, Tamarind Rice 3. Chinese: a) Noodles (chowmin, Hakka Noodles) b) Rice (fried, singapuri fried rice, Schezwan rice) c) Manchurian Gravy, chilly paneer (dry, gravey) 4. Continental Menu: To be decided by Mess Committee. Common items to be served with above menus: (a) Papad or Pakoda or French Fries. (b) Salad- Green Salad/ Russian/ Pasta. (c) Pickles (Two Types) (d) Plain Curd or Raita or Lassi/Butter Milk/Fruit Shakes/ ice cream. (e) Sufficient quantity of Fresh Seasonal Fruits of excellent quality/Sweets (f) Sauf/Mishri

Evening Tea/ Snacks	05:30 pm to 06:30 pm	a) Samosas / Wadas / Kachori / Sandwiches / Paneer Pao Bhaji / Pakodas / Chowmin / Pasta should be served with Sauce/Chutney. b) Tea & Coffee
Items	Weekdays	Menus
Dinner	08:00 pm to 10:00 pm	(one or more Menu as per Mess committee requirement) 1. North Indian: a) Rice-Plain or Jeera or Biryani or Pulao or Equivalent. b) Roti-Plain Tawa or Tandoori or Naan on Paratha. c) One Seasonal vegetable dry d) One Vegetable with gravy e) Daal fry / Daal Makhani. 2. South India: a) Rice b) South Indian Vegetable with Gravy c) South Indian Vegetable Dry d) Sambhar/ Rasam e) Curd Rice, Lemon Rice, Tamarind Rice 3. Chinese: a) Noodles b) Rice c) Manchurian Gravy 4. Continental Menu: To be decided by Mess Committee. Common to above menus: (a) Special Note: 1 Non-Veg item for non-vegetarian (3 days/week, i.e., Monday/ Wednesday/ Friday) (Chicken/Mutton/Fish) and 1Veg special item for vegetarian (3 days/week, i.e., Monday Wednesday) Friday) Paneer varieties dishes. Egg curry will be served 1 day/week. (b) Sweet Dish (includes Ice-Cream/Pastries/kheer/halwa etc.) (c) Vegetable Soup in winters three time in a week. (d) Papad or Pakoda or French Fries. (e) Salad- Green Salad/ Russian/ Pasta. (f) Pickles (Two Types) (g) Plain Curd or Raita or Lassi/Butter Milk/Fruit Shakes Equivalent. (h) Sufficient quantity of Fresh Seasonal Fruits of excellent quality/Sweets (i) Sauf/Mishri
		Sick Patient meals like Kichri / Special Meal as prescribed by doctor

94. Raw cooking materials such as atta, rice, cooking oil, butter, wheat flour, grams, vegetables, etc. have to be of branded quality and will be checked by the mess supervisor & mess committee.

95. Egg will not be a part of Non-Veg Menu. Non-Veg Menu only includes Chicken, Mutton or Fish. One Paneer Varieties dish should also be there 3 days/week, i.e., Monday/ Wednesday/ Friday along with Non-Veg Menu. Rate would be same for all the days of week and would be per person per day. No separate rate would be charged for the days of non-Veg menu.

96. There is no ratio between Vegetarian and Non-Vegetarian food. Both foods will be made on equal quantity.

97. The menu as given above is to be served in unlimited quantity, however the special items like sweet, ice cream, pastry etc. may be served in limited quantity as per strength of diners.

98. After every meal (breakfast, lunch, evening tea and dinner) all the plates, cups, bowls, water glass, spoons, forks, knives, etc., are to be cleaned in soap solution and dried and kept ready for next meal. All the vessels used for cooking also should be washed in soap solution and should be available for use for cooking the next meal. The cleaning material used should be from the approved brands:

List of approved brands for material		
Sr. No	Consumables & Tools	Brands
1.	Mops	Taski, Unger, Roots, Cam, Gala, Scotch Brite
2.	Garbage Cover	Plasto, Local
3.	Paper Items	Pudumjee, Origami, Mystair, JK
4.	Cleaning Pads	3M, Scotch Brite
5.	Cleaning Cloth	Taski, Unger, Gala, 3M, Scotch Brite
6.	Tools	Taski, Unger, Roots, Gala, Cam, Scotch Brite
7.	Wringer Trolley	Taski, Unger, Roots, Gala, Scotch Brite

Note: Standard or other brands of similar quality may be considered with Approval of Mess Committee.

99. Efficiency, promptness, quality of food, quality service, good behaviour and politeness of the agency and his staff are the essence of the contract. The agency is required to ensure that this essence of the contract is always maintained. Quality of services, hygiene, and preparation should be maintained as per industrial practices/compliances and to the entire satisfaction of the AIIMS Jammu.

100. Rebate may be allowed to students if they do not use mess facility minimum for 03 days at a stretch. In such cases, the concerned student must inform the mess manager/supervisor on email at least 24 hour in advance. Prior information will have to be provided by student to Agency at least 24 hour in advance. In case, if any students do not inform Agency for the same, the student will be liable to pay for that.

101. All items will be cooked in the kitchen of the mess. No cooked item, except certain type of snacks and desserts Approved by Mess Committee, will be brought from outside.

102. The menu will be identified by the mess committee and prepared by the agency. Generally, one meal will be served, however if 10% or more students desires to have north/ south/ Chinese, the same shall be prepared based on the input of Mess committee with a prior information in advance.

103. The quality of food will be inspected item wise by mess committee frequently, and the mess vendor shall not deny access for such inspections. Mess Committee has the right to take samples of all material used in cooking and check the same for quality at recognized laboratories/institution. Further, the store, the kitchen can also be inspected by the institute to ensure that only the brands allowed for various articles are being used. In case a violation is found, the Institute reserves the right to impose a financial penalty/cancellation/termination of the contract on the repeated violation.

104. The vendor will ensure that no instance of fire takes place and no injury to any of his employee, or the Institute person takes place. In case any of this happens then the vendor will be responsible for fulfilling the loss occurred.
105. The Institute shall neither be liable for any damages nor be under any obligation to inform the applicants of the grounds for the same. Damage here means to property or individuals.
106. The agency must provide the service throughout the year without closing the mess on any day unless ordered by the mess committee. However, the number of students who use the mess facility may vary during vacation periods/outbound work declared by the Institute.
107. Crockery/ Cutlery to be arranged by the agency on its own cost. AIIMS JAMMU will not provide serving plates, teaspoons, tablespoons, serving spoon, forks, knives, stainless steel/glass tumbler, bowls, any other item which may be required for serving of food. All this will have to be brought by the agency on its own cost after the approval of the sample by AIIMS Jammu. Standard Crockery/ Cutlery should be used for student mess & cafeteria.
108. The agency/his servant(s)/his nominee will not be permitted to stay overnight in a mess premises under any circumstances except those on essential duty, as permitted by the Institute.
109. The premises of the mess will be used for the purpose except for storing of raw material, cooking and serving food, for which the allotment is made and not for any other purpose without the written permission of the administration. The agency will not be permitted to franchise the mess to any other party.
110. AIIMS Jammu is not bound to provide any mode of transport in respect of men or material required by the agency.
111. Use of plastic tea cups and plastic carry bags is discouraged, and the mess vendor shall use environment-friendly material only for serving coffee, tea and for packing & carrying of food items.
112. Any change like the timing of operation etc. will require the permission of the mess committee.
113. Electric appliances like electric heaters/ovens/ cook tops will not be permitted in the mess unless specifically approved by the AIIMS JAMMU administration for a special purpose like a baking/fryer. Complete cooking will be done on commercial LPG procured by the agency. No electric equipment other than the equipment approved by AIIMS Jammu will be permitted. Agency will have to take prior permission from AIIMS Jammu for using other electrical equipment.
114. Food should also be served to the hostel rooms for a sick student/ Resident doctor in the room as and when required/ordered by Warden. No charge will not be taken for packing or serving the food in Hostel Room. Food will be served in hostel room in any medical emergency case only. In regular days, it will not be permitted to serve the food in hostel room for any other reason.
115. Pest-Control: The agency always will keep the cookhouse/dining hall/ washing area / raw material stores free from flies/cockroaches/ mosquitoes/ rats/ objectionable material and other pests. Regular pest control and scientific pest control measures are required to be always adopted by the agency.
116. Firefighting arrangement provided by the Institute at the start of the contract to be always kept serviceable and handed over back to the AIIMS JAMMU after finishing of the contract. Fire Extinguishers in Mess Kitchen/ Mess Dining hall are installed for safety point of view. They are refilled once in a year. If Refilling time comes during the contract period of agency, these will have to be refilled by agency at its own cost.

117. The food shall be cooked, stored and served under hygienic conditions. The mess vendor shall ensure that only freshly cooked food is served and the stale is not recycled. Stale food shall be removed from mess premises as soon as possible. In case of any food related disease to any AIIMS JAMMU person, the mess agency will be responsible for remuneration of complete medical expenses.

Brands of consumables permissible in Hostel Mess

The Contractor may use any other standard/ FPO approved brands **only if permitted by the Mess Committee in writing.**

Sl. No	Item	Brand
1.	Salt	Tata, Annapurna, Nature fresh
2.	Spices	MDH, Badshah, Everest
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 Priya or Nilon
6.	Atta / Besan	Ashirvad, Shaktibhog, fortune
7.	Dals	Goodlife, Tata Sampann, Teen Ekka, Nourish.
8.	Papad	Lijjat / Bhikaji
9.	Butter	Amul, Britannia, Mother Dairy, Saras or Verka
10.	Bread	Star / Harvest/ Britannia / Bonn
11.	Cornflakes	Mohans or Kelloggs
12.	Jam	Kissan or Maggi
13.	Ghee	Amul, Mother Dairy, Britannia, Saras
14.	Milk	Saras, Amul, Mother Dairy (Without Water)
15.	Paneer	Amul, Saras
16.	Tea	Brook bond, Lipton, Tata, Taaza
17.	Coffee	Nescafe, Bru, Davidoff
18.	Ice Cream	Amul, Mother Dairy, Kwalitiy, Havmor, cream bell

ANNEXURE-I

INDEX/ COMPLIANCE SHEET

(To be submitted on the letterhead of the agency)

Sr. No	Document Name	Compliance (Yes / No)	Page No		Remarks
			From	To	
1.	Technical Bid As per Annexure - II				
2.	Proof of Tender Fee and EMD.				
3.	Tender Acceptance Letter as per Annexure-III.				
4.	Copy of ISO-22000:2005 or ISO 9001: 2015 Certificate.				
5.	Copy of Appropriate documents/certificates issued from appropriate authorities of FSSAI.				
6.	Copy of Permanent Account Number (PAN) in the name of the firm, if not proprietorship firm.				
7.	Copy of GST Registration Certificate.				
8.	Proof of Income / Turnover to claim the eligibility related to Turn Over (CA Certificate)				
9.	Detail of Experience as per Annexure-IV. along with the copy of work order and completion /performance certificates/ Feedback from Clients.				
10.	An undertaking no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency).				
11.	MANDATE FORM FOR Electronic Fund Transfer/ RTGS TRANSFER As per Annexure- V.				
12.	Valid Proof regarding No of Staff (proof of ESI/EPF deposit Latest Month) along with the details of staff with designation.				
13.	Self-Declaration about Non-Black Listing as per Annexure-VI.				
14.	Integrity Pact As pe Annexure-VII.				
15.	Duly signed and stamped of the entire tender document along with its addendum/ corrigendum, if any.				
16.	All other documents, as required in terms of the tender, to claim eligibility.				

Place:

Date:

(Signature with stamp of the Agency)

TECHNICAL BID

(To be submitted on the letterhead of the Agency/ Firm)

Copies of all supporting documents duly signed and stamped by the Agency in support of the below particulars must be attached along with this checklist

1.	Name of the Agency (In Block Letters)	::	
2.	Registered Office Address (With telephone no. & email address)	::	
3.	Address of Jammu Office, If Any (With telephone no. & email address)	::	
4.	Status of the organization Proprietary/Partnership/Pvt.Ltd./Public Ltd. Company	::	
5.	Year of incorporation /constitutionof agency	::	
6.	Registration No./Trade License No.	::	
7.	PAN No.	::	
8.	GST No.	::	
9.	Authorized Signatory Details/ Contact Person No -1 Details	::	Name: _____ Designation: _____ Mobile No: _____ Email: _____
10.	Details of Contact Person-2 Other that Authorized Signatory:	::	Name: _____ Designation: _____ Mobile No: _____ Email: _____
11.	Total No. of Year of Similar Experience	::	
12.	Website, if any	::	
13.	Name of the cities where Agency / Firm / Company is having branches	::	

<p>14. Total number of employees</p> <p>The Agency has to submit the ValidProof regarding No of Staff (proof of ESI/EPF deposit Latest Month) along with the details of staff with designation</p>	<p>:: No. of Managers (Hotel Management):_____ No. of Managers (Other):_____</p> <p>No. of Supervisor (Hotel Management):_____ No. of Supervisor (Other):_____ No. of Chef (Hotel Management):_____ No. of Chef (Other):_____ No of Assistant Chef:_____</p> <p>No of other supporting staff:_____</p>
<p>15. Annual Business Turnover of the any 3 consecutive Financial Years in last six financial years ended on 31st March 2023, duly certified by the Chartered Accountant (In Crore)</p>	<p>:: FY-1; 20__-__: Rs_____Crore FY-2: 20__-__: Rs_____Crore FY-3; 20__-__: Rs_____Crore</p> <p>Average Turn Over Rs_____Crore</p>
<p>16. Details of Tender Fee (ApplicationFee) of and EMD.</p>	<p>:: Details of Tender Fee:</p> <p>Amount:</p> <p>Txn No:</p> <p>Date:</p> <p>Bank & Branch:</p> <p>Details of EMD:</p> <p>Amount:</p> <p>Txn No:</p> <p>Date:</p> <p>Bank & Branch:</p>
<p>17. Whether the Agency faced any litigation with any organization earlier, if yes, kindly furnish the same with name of the organization and brief details of litigation.</p>	<p>::</p>
<p>18. Any other information</p>	<p>::</p>

Verification:

The details furnished in the application are true and correct to the best of my/our knowledge and that in case of furnishing any false information or suppression of any material information. The application shall be liable to be rejected besides initiation of panel proceedings by IIM Jammu, if it deems fit.

Signature of authorized signatory

Name:

Seal:

ANNEXURE-III

TENDER ACCEPTANCE LETTER

(On the letter head of the Agency/ Firm)

To

**Deputy Director (Admin),
AIIMS JAMMU.**

Date:

Sub: Acceptance of Terms & Conditions of tender for ‘Mess and Cafeteria Services at AIIMS Jammu vide EOI Ref. No:

Dear Sir,

I/We have downloaded / obtained the tender document(s) for the above mentioned “Tender/Work’ from the web site(s) namely as per your notice given in the above-mentioned website(s).

1. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organization with this tender has also been taken into consideration, while submitting this acceptance letter.
3. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirely.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. No employee or direct relation of any employee of AIIMS Jammu is in way connected as Partner/Shareholder/Director/Advisor/Consultant/Employee etc. with the Agency / Firm / Company.
6. I/We certify that all information and data furnished and attachments submitted with the application by our Agency / Firm / Company are true & correct.
7. I/We are aware that if any information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject our bid or terminate our contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit/ Performance Security absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

DETAILS OF EXPERIENCE

(To be submitted on the letterhead of the bidder)

Sr. No	Name of the organization/ Institute where goods /services were provided with Name of Contact Person, Contact No. & email id.	Value of the contract in INR	Duration of contract		Total years of experience (YY/MM)	Whether it is academic institute (Yes/No)	Copy of contract along with the performance report (Yes/No)
			From (DD/MM/YYYY)	To (DD/MM/YYYY)			
1.							
2.							
3.							
4.							
5.							
6.							

Note: Bidders are required to provide the information on above format only in reverse chronological order (start from latest/recent most organization to oldest organization) and also attach Copy of contract / performance certificate in same sequence. Bidders may add row / rows in the above format, if No. of organizations / Institutions are more or may add additional sheet also.

Stamp and Signature of Bidder

Name: _____

Designation: _____

Organization Name:

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

(To be submitted on the letterhead of the Agency/ Firm)

**The Deputy Director (Admin),
AIIMS JAMMU.**

Date:

Sub: Authorization for release of payment / dues from AIIMS Jammu through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Firm/Company/Institute:

2. Address of the Firm/Company/Institute:

City_____

Pin Code_____

E-Mail ID_____

Mob No:_____

Permanent Account Number_____

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
IFS Code:(11-digit alphanumeric code)			
Account Type	Saving	Current	Cash Credit
Account Number:			

DECLARATION:

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information, I shall not hold **The Deputy Director (Admin), AIIMS JAMMU** responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place:_____ Date: _____

Signature & Seal of the Authorized Signatory of the Firm/Company/Institute:

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please

TICK wherever it is applicable.

ANNEXURE-VI

SELF-DECLARATION ABOUT NON BLACK-LISTING

(To be submitted on the letterhead of the bidder)

To
**Deputy Director (Admin),
AIIMS JAMMU.**

Date:

Subject: Self Declaration About Non-Black-Listing for “**Mess and Cafeteria Services at AIIMS Jammu**” vide Tender Ref. No.

Sir,

In response to tender under reference, I/ We hereby declare that presently our firm/ agency/ company is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our agency / firm / company is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations in last five years from the last date of submission of bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD / Performance Security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Date:

Yours faithfully,

(Name & signature with stamp of the bidder)

INTEGRITY PACT

This **INTEGRITY PACT** is made and executed at.....on this day of.....20.....

BY AND BETWEEN

AIIMS, Jammu acting through **Deputy Director (Admin)**, having its office located at **Camp Office, GMC Doctor’s Guest House, Maheshpura Chowk, Jammu-180001**, (hereinafter referred to as "**The Principal**" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office administrators or permitted assignees) of the **First Part**;

AND

M/s through its representative/ authorized signatory (name and designation of officer) having its office located at..... (Hereinafter referred to as "**The Bidder/ Contractor**" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office administrators or permitted assignees) of the **Second Part**;

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____ The Principal values full compliance with all relevant laws, rules and regulations, and economic use of resources, and of fairness and transparency in its relations with its Bidder(s) and Contractor(s).

In order to achieve these goals, the Principal will appoint an 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 the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.

- 2) If the Principal 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, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

- 1) The Bidder(s) / Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed 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 form cartels in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal 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 and address of the Agents/ representatives in India if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the 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 payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The 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.
- 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 of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to take action, as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- 2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be 4 entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit /Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the TI approach or with any other 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 as per procedure mentioned in “Guidelines on Banning of Business dealing.

Section 6 - Equal treatment of all Bidder(s) / Contractor(s)/ Subcontractor(s)

- 1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing. In case of Sub-contracting the Principal Contract or shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders, and Contractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal 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 Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – Independent External Monitor (IEM)

- 1) The Principal 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 Independent External Monitor (IEM) is not subject to instructions by the representatives of the parties and performs his 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 Bidder(s)/Contractor(s) as confidential. He / she reports to Secretary' MoE.

- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(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 Secretary, D/o Higher Education.
- 5) The Principal 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 IEM notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit nonbinding 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 Secretary, D/o Higher Education within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Secretary, D/o Higher Education, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Secretary, MoE 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 Integrity Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealing.

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 Secretary, D/o Higher Education'

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Jammu.

- 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 a 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 Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 7) The actions stipulated in this Integrity Pact are without prejudice to any other legal action(s) that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

IN WITNESS WHERE OF, the parties hereunto set their hands and seals and executed this INTEGRITY PACT as of the day/month/year first above written:

For and on behalf of

AIIMS Jammu (First Party)

SIGNED, SEALED AND DELIVERED by

Name:.....

Designation: Deputy Director (Admin)

Address: Camp Office, GMC Doctor's Guest House,
Mahespura Chowk, Jammu-180001

Authorized Signatory

For and on behalf of

M/s..... (Second Party)

SIGNED, SEALED AND DELIVERED by

Name:

Designation:

Address:

Representative/authorized signatory

In the presence of Witness:

1.

2

PART-II: FINANCIAL BID (FORMAT)

(To be submitted offline inform of Hard Copy)

Name and Address of the Bidder:

Sr. No	Category	Unit Per Person	Rate per person excluding GST
1.	Catering charges as per menu (Inclusive of Breakfast, Lunch, EveningTea with Snacks and Dinner) Per Day	01	
1.01	Break Fast per person per meal	01	
1.02	Lunch per person per meal	01	
1.03	Evening Tea / Refreshment	01	
1.04	Dinner per person per meal	01	

GST%.....

Notes:

1. GST will be extra as per actual. Bidder is required to quote the rate excluding GST.
2. Rate for Catering charges as per menu to be quoted per person per day on serial Number 1.
3. In the financial evaluation, the Catering charges for menu on serial no. 1 will be taken for selection of bidder.
4. The number of people / person (if any mentioned in tender document) may increase or decrease in any month.
5. There would be no increase in rates during the Contract period including extension period.
6. Non-Veg Menu only includes Chicken, Mutton or Fish. One Paneer Verities dish should also be there 3 days/week, i.e., Monday/ Wednesday/ Friday along with Non-Veg Menu. Rate would be same for all the days of week and would be per person per day. No separate rate would be charged for the days of non-Veg menu.
7. Bidders are required to provide the Breakup of Rate for Menu (In case only one meal in a day required). Please quote the rate in column 1.01, 1.02, 1.03 and 1.04 above. The total of point 1.01, 1.02, 1.03 and 1.04 must be equal to point 1 ($1=1.01+1.02+1.03+1.04$).

Place:

Date:

(Signature with stamp of the bidder)

PROFORMA OF PERFORMANCE BANK GUARANTEE

1. In consideration of the Executive Director & CEO, All India Institute of Medical Sciences, Jammu (hereinafter called "The Client") having offered to accept the terms and conditions of the proposed agreement between AIIMS, JAMMU and.....(herein after called" the said contractor(s)for the work of Contract Mess/ 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 accordancewith 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. Wedo here by undertake 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, JAMMU stating that theamount claimed is required to meet there covaries 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, JAMMU any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Courtor 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 theBank) 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, JAMMU under or by virtue ofthe said agreement have been fully paid, and its claims satisfied or discharged, or till the DDA (Admin), AIIMS Jammu on behalf of the AIIMS, JAMMU, certifies that the terms & conditions of the said contractor(s), and accordingly discharges this guarantee. We.....further agree with the AIIMS, JAMMU that the AIIMS, JAMMU (indicate the name of the Bank) shall have the fullest liberty without our consent, andwithout 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, JAMMU 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, JAMMU or any indulgence by the AIIMS, JAMMU 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) theprevious consent of the AIIMS, JAMMU in writing.
8. This guarantee shall be valid up to..... unless extended on demand by the AIIMS, JAMMU Not withstanding Anything 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)

