अखिल भारतीय आयुर्विज्ञान संस्थान, भुवनेश्वर

ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHUBANESWAR

Ref : STORE-118/2/2026-STPUR SEC/14

DEPT OF STORE & PURCHASE AIIMS BHUBANESWAR

E-TENDER

for

PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01) at AIIMS BBSR

Website:www.aiimsbhubaneswar.nic.in

e-Tendering Portal: https://eprocure.gov.in/eprocure/app
Website: www.aiimsbhubaneswar.nic.in

E-Tender No. - STORE-118/2/2026-STPUR SEC/14
ई- निविदा - STORE-118/2/2026-STPUR SEC/14

अंक / प्रकाशन दिनांक Issue / Publishing Date	:	**Dt.12-11-2026**
ई-निविदा जमा करने की अंतिम तिथि एवं समय Last date and time of submission of e-Tender	:	**Dt.18-12-2026 at 03:00 PM**
प्री-बिड सम्मेलन की तिथि और समय Date & time of Pre-bid Conference	:	**Dt. 19-11-2026 at 03:00 PM** All India Institute of Medical Sciences, Bhubaneswar – 751019
अभ्यावेदन प्राप्त करने की अंतिम तिथि Last date to receive representation	:	**Dt. 23-11-2026 at 03.00 PM**
ई-निविदा खोलने की तिथि एंव समय Date & time of opening of e-Tender	:	**Dt. 23-12-2026 at 03.00 PM**
वित्तिय बोली खोलने की तिथि एवं समय Date & time of opening of Financial Bid		To be notified in due course in the portal

IMPORTANT INSTRUCTION TO THE PARTICIPATING BIDDERS:

1. **Decision on Grievance/ Representation if any will be undertaken by AIIMS Bhubaneswar and final corrigendum/addendum if required will be issued prior to the Closing date of Tender**.

2. **No deviation on the specification after the issue of final Corrigendum/Addendum will be accepted during Technical evaluation or will be considered during the course of Contract.**

3. **All the bidders are hereby sensitized to participate in the Pre-bid sincerely and put up any deviation or representation they found in the specification to avoid any ambiguity or query during the tendering process.**

4. Participation of bidder (Technical Export) in Pre-bid meeting is mandatory for discussing Technical issues with the Indenting Officer. So that Grievance/ representations if any, can be resolved immediately.

e-Tender Document

Name of the e-Tender: PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01)

Notice Inviting E-Tender

e -Tender No. STORE-118/2/2026-STPUR SEC/14 12-11-2026

The Executive Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical Bid and Financial Bid) from eligible Manufacturers /Companies / Firms online through e-procurement solution portal of AIIMS Bhubaneswar ***https://eprocure.gov.in/eprocure/app*** as per terms and conditions contained in this document for PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01) as per the Specifications mentioned in the Technical Bid.

The duration of the contract shall be initially for a period of 1(ONE) year from the date of award of contract and extendable up to another 1 (one year) on mutually agreeable terms & conditions. First three months being on trial period and on satisfactory completion of the trial basis the contract will automatically be extended for the remaining months of the year. On satisfactory performance extension will be made for another 1 (one) year. However, in case of any defaults or negligence under such contract the canteen committee may suggest to the AIIMS Bhubaneswar authority to impose fine or penalty against the contractor or termination of the contract.

The Bidder is expected to examine all Instructions, Terms and Conditions, Forms, and Specifications in the bidding document. The bid should be complete and in the prescribed format as per the requirement of the bid document. **The bid should not be conditional**. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in all respect will be at the Bidder's risk and may result in rejection of the bid.

The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 and revised order on 04.06.2020 and 16.09.2020 of MoC&I (DIPP), Govt. of India and the condition of prior turnover and prior experience may be relaxed for start-ups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification.

Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bhubaneswar will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

E-Tendering Portal:
https://eprocure.gov.in/eprocure/app
For any technical related queries please call at 24 x 7 Help Desk Number
0120-4001 002, 0120-4001 005, 0120-6277 787
Email for Support Technical: support-eproc(at)nic(dot)in
Email for Policy Related - cppp-doe(at)nic(dot)in

Name of the e-Tender : PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01).

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Sr. Procurement-cum Store Officer (I/c)
AIIMS, Bhubaneswar

SECTION -'A'

e-Tendering Schedule

Name of the e-Tender PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01)

Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	As per Central Public Procurement Portal in the Tender box kept in the Mini Board Room, Executive Directors Office,1st Floor, Admin Building, AIIMS Bhubaneswar-751019(Odisha)
Date, Time & Place of Opening of Technical Bid	The Technical Bid will open online as per the schedule given Below and in case the Scheduled date is declared Holiday the tender shall be opened on next working day. https://eprocure.gov.in/eprocure/app
Tender Document Cost payable to AIIMS Bhubaneswar	NIL. To be downloaded from website hence no cost applicable.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process	As applicable and displayed on https://eprocure.gov.in/eprocure/app

Cost of Bid Document	:	**Nil** (can be downloaded from website)
Amount of Earnest Money Deposit (EMD)(in shape of FDR/BG)	:	**Rs.13,00,000/-** **(Rupees Thirteen Lakh only)** **EMD should be valid for 45 Days beyond the Bid validity**
Validity of Bid	:	**180+45** days from the last date of bid submission.

Important Dates

Issue/Publishing Date	:	**Dt. 12-11-2026**
Document download start date	:	**Dt. 12-11-2026**
Start date to receive representation	:	**Dt. 12-11-2026**
Date & time of Pre-bid Conference	:	**Dt. 19-11-2026 at 03:00 PM**
Last date to receive representation	:	**Dt. 23-11-2026 at 03:00 PM**
Start date and time of submission.	:	**Dt. 27-11-2026 at 03:00 PM**
Closing date & Time of Submission	:	**Dt. 18-12-2026 at 05.00 PM**
Date & time of online Technical Bid opening.	:	**Dt. 23-12-2026 at 03.00 PM**
Date & time of opening of Price Bid	:	**Opening Notice will be uploaded in CPPP & AIIMS BBSR website.**

SECTION -'B'

Name of the e-Tender: PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01).

Earnest Money Deposit (Bid Security):

Item No.	Description	Qty.	EMD (Rs.)
1.	**PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01)**	**01 No.**	**Rs.13,00,000/- (Rupees Thirteen Lakh only)**

1. **Exemption from EMD**: Following categories of Sellers shall however, be exempted from furnishing Bid Security:

2.Firms registered with NSIC (for sale of Medical Service/Instrument/ Apparatus) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective departments/ firms have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption.

3.**Micro and Small Enterprises (MSEs)** who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

4.**Start-ups/ Stand-ups** as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Start-up Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.

SECTION -'C'

Name of the e-Tender: PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01)

1.BID RELATED DOCUMENTS

1.1Clarification of Bidding documents

1.1.1 The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to this bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

1.1.2 All queries/ doubts/ representation/ clarification to be sent by e-mail to below mentioned E-mail IDs with the subject as "PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01) on or before the last date of receipt of representation.

*(Bidder may refer **Annexure-IV** for submitting their representation/clarification).*
sp_helpdesk@aiimsbhubaneswar.edu.in
aso_tapan@aiimsbhubaneswar.edu.in
spo@aiimsbhubaneswar.edu.in

The purchaser will respond in writing (through e-mail) to any request for clarification, provided that such request is received within the last date of receipt of Representation.

1.2. Amendments in Bidding Documents:

(i) At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app).
(ii) At any time till **2 (two) days before** the deadline for submission of bids, the AIIMS Bhubaneswar may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. AIIMS, BBSR shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, BBSR till **2 (two)** days before the deadline for submission of bids, shall be binding on the participatory bidders.

Name of the e-Tender: PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01).

2.Instructions to Bidders (ITB)

2.1 The Bidders must go through the complete Tender Document for details before submission of their Bids. The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail. Instructions to Bidders shall form part of this bid document and consequent contract out of this bid.

2.2 The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bhubaneswar will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.3 **Bid Validity:** The validity of the Bid/ Tender Document shall be for **180 days** from the date of opening of the bid.

2.4 **Bidder' Eligibility:** Tender should be quoted only by the original contractor/Agent/Vendor.

2.5 The bidder must be a natural person, private entity, or public entity (State-owned enterprise or institution).

2.6 The bidder must not be a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).

2.7 The bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.

2.8 The bidder must not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities.

2.9 The bidder must not be of the near relations of executives of Procuring Entity involved in this Tender Process.

2.10 Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive.

2.11 Any bidder (as defined in paragraph 6 of the Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance Department of Expenditure Public Procurement Division) from a country which shares a land border with India will be eligible to bid in this tender if the bidder is registered with the Competent Authority as prescribed in the aforesaid order. Proof of such registration should be enclosed with the bid documents.

2.12 Post implementation of the contract regarding Maintenance, Cleanliness & Hygienic conditions are to be checked by a committee consists of 2 (Two) Dieticians and Faculty in-charge. **During the inspection, the Manager deployed by the H-1 Bidder is to be present and to reply and implement the observations raised by the Committee**.

2.13. **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the Bidder of the offered product during the last three years, ending on 31st March of the previous financial year, should be **Rs.4,50,00,000/- (Rupees Four Core Fifty Lakh only)**. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the Bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2.14. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2.15.If the Bidder is a **Micro or Small Enterprise** as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications.

2.16.If the bidder is a Start-up/ Stand-up, the bidder shall be exempted from the requirement of “Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2.17.Bidders are required to quote strictly as per specification of the Service. Deviation if any to specification, must be brought out clearly giving deviation statement in **Annexure-IV.**

Name of the e-Tender: PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01).

3.Terms of Two Bid System:

The tender shall be submitted in 2 (Two) parts online:

A.Technical Bid:
All required documents to be submitted online. Additionally, the Original documents in hard copy as sought in the Tender also need to be submitted.

B.Financial Bid:
i. Financial Bid is to be submitted on line. The Financial Bid of bidders, who qualify at Technical Bid Evaluation, will be opened thereafter. While submitting Financial Bid following points need to be taken care of by the bidder.
ii. The menu and rates of Canteen services are fixed by the management.

iii. The Rates are to be quoted in the given format as per Annexure-VII**.**

iv. The percentage of GST must be mentioned clearly.

v. The rates should be quoted in Indian Rupees in figures as well as in words. If discrepancy observed in quoted GST among bidders for a particular item, then decision will be taken as per GST confirmation only.

vi. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

vii. After due evaluation of the bids, Institute will award the contract to the responsive Bidder who has quoted the highest rate per square meter (H-1).

4.Original Documents required:

i. The following documents are to be sent to Sr. Procurement-cum Store Officer (I/c), AIIMS, Bhubaneswar- 751019, separately in a sealed envelope superscripted as: e-Tender for **PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01).**

ii. The sealed envelope should reach on or before the last date & time of submission of e-Tender online failing which the bid will not be considered.

Manual Submission of Following Document in original:

a. **Original EMD**.
b. Undertaking for acceptance of all Terms & Conditions as per **Annexure- I.**
c. Notarised affidavit on Indian Non-judicial stamp paper of Rs.10/- as per **Annexure-II**

5.Withdrawal, Substitution and Modification of Tender:

No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and expiration of the period of validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD).

6.Public Procurement (Preference to MSEs/Start-ups/Stand-up India

Purchase preference to Micro and Small Enterprises (MSEs):
i. Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued 3 / 7 by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.
ii. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods/services. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

If H-1 is not an MSE and MSE Seller (s) has/have quoted price within **H 1 - 15%** (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match H-1 price and contract will be awarded on the margin of Purchase Preference.

Concurrent application of Public Procurement Policy:
iii. For Micro and Small Enterprises Order 2012 in Public procurement will be as per the guidelines laid down by the OM No.F.1/4/2021-PPD dated 18.05.2023 issued by Department of Expenditure amended from time to time.

Procurement outside GeM:
iv. As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance, Dept. of Expenditure dated **23 Jan 20** and DO No.214/CEO-GeM/2020 dated 10.11.2020 regarding procurement of goods/ services outside GeM, bidders are required to submit documents in support of their registration with GeM i.e., Unique GeM Seller Id. with their bid.

v. However, the bidder who is not registered with GeM at the time of submitting the tender needs to submit an undertaking on firm's letter head that GeM seller Id. will be provided at the time of award of contract positively failing which their contract will be treated as null & void and will be dealt suitably.

vi. An undertaking also to be given in company letter head that "**Such already registered suppliers should be boarded on GeM as and when the item or service gets listed on GeM**".

Bid Opening:

vii. The Technical Bid will be opened as per schedule mentioned in E-Tender Schedule. The bidder(s) or their authorised representative(s) may remain present at the scheduled date and time. In case the scheduled date is declared Holiday, the tender shall be opened on next working day at same time.

8.Evaluation of Bid:

i. The tender will be evaluated on the basis of who has quoted the highest rate per square meter (H-1).
ii. The menu and rates of Canteen services are fixed by the management.
iii. Award of Bid will be guided as per Purchase preference clause under MSE as above.

Sr. Procurement-cum Store Officer (I/c)
AIIMS Bhubaneswar

Name of the e-Tender: PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01)

9.Terms & Conditions:

9.1 The AIIMS, Bhubaneswar invites bid for selection of catering contractor to run **(I) One mess service (II) One Cafeteria and (III) One Shop attached to it in Dining Hall – 01 (DH-1).**

The duration of the contract shall be initially for a period of One year from the date of award of contract and extendable up to another 1 (one year) on mutually agreeable terms & conditions. However, in case of any defaults or negligence under such contract, the Mess committee may suggest to the AIIMS Bhubaneswar authority to impose fine or penalty against the vendor (Service Provider) or termination of the contract.

9.2 Service providers having adequate experience in running same/similar type of Canteen/ Cafeteria/ Shop in only Government departments, reputed Public Sector Undertakings may apply along with sufficient proof of their experience and ability of running the canteens.

10.0 PRE QUALIFICATION CRITERIA

A	The Vendor must have minimum 3 years of experience in the field of catering services at different Govt./ reputed public sector Educational Institutions. Supporting documents to be provided. (**Mandatory**) 1. Organization served, 2. Duration, 3. No. of plates served each of B/f, Lunch & Dinner, 4. Satisfactory Performance Certificate from the Organization.
B	Experience certificate/Continuity certificate/ Last Serving certificate / Copy of work order showing tenure of contract with contract value/any other document in support of providing the canteen services from the currently served Govt./ Reputed Private Institutes duly sealed and signed to be submitted from the Administrative head of the Institute and / or any authorized official of the institute
C	Average Annual Turnover Certificate from the Chartered Accountant for last three years i.e. 2023-2024, 2024-2025 & 2025-26. (Annual turnover per year should be minimum **Rs.4,50,00,000/- (Rupees Four Core Fifty Lakh only).** Catering services & Cafteria and Shop from the Educational Institutes mentioned at Para-A, only.
D	The bidder must have successfully executed/completed catering Services, over the last three years i.e. the current financial year and the last three financial years: - 1. Three similar completed services with experience of serving **not less than 300 plates** of each Breakfast/Lunch/Dinner on each day; or 2. Two similar completed services with experience of serving **not less than 400 plates** of each Breakfast/Lunch/Dinner on each day; or 3. One similar completed service with experience of serving **not less than 500 plates** of each Breakfast/Lunch/Dinner on each day at the canteen at Govt./ Public Sector Undertaking. Certificate to that extent in the organization's letter head with issuing officers contact details should be provided.

11.0 SCOPE OF WORK AND GENERAL TERMS & CONDITIONS

11.1 The selected Caterers have to serve the food in the dining hall and packed food in the Academic Block, Hospital and Hostels as and when required. Space for cooking will be provided in the Dining Hall. The Contractor shall bear all the expenses towards the purchase of brooms, floor/ area sanitizer like phenyl etc. for maintaining cleanliness of highest standard. Utensils, cooking gas required for cooking, and other crockery and cutlery shall have to be arranged by the contractor. The Contractor shall make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment. Good quality paper made disposables should be used by the Contractor for serving tea/ coffee etc. instead of plastic materials. The Contractor shall use the commercial cooking gas cylinder and ISI marked Gas Stove for the purpose of cooking.

11.2 The quality of service will be evaluated every month as per the checklist provided in annexure-1. Penalty of Rs. 5000/- will be put on the vendor if the percentage of score remains below 80%.

11.3 The contract may be terminated by the Contractor after giving a notice of 03 (Three) months whereas AIIMS, Bhubaneswar can terminate the contract after giving **one-month notice period**.

11.4 No compensation will be allowed due to fluctuation in the market rates of material and labour. There will be no escalation of rates of the different items as quoted during the contract period. The rates quoted by the contractor shall remain unchanged during the contract period.

11.5 The Contractor, whose tender is accepted, has to sign an agreement on non-judicial stamp paper worth Rs.100/- (Rupees one hundred only) with AIIMS, Bhubaneswar within **30** days of issuance of Work order, failing which the earnest money deposited by him will be liable to be forfeited and treating the work order as cancelled.

11.6 The contract comprises the necessary arrangement of all raw materials required for preparation of breakfast, lunch, dinner, snacks, beverages, sweets, preparation of items mentioned in Appendix A & B and serving the prepared food to PG students / Staff (Approx. 700-800 No of plates), including provision of all materials, equipment for preparation and serving of articles. This will also include transportation, cost of materials and labour charges. The contractor shall make his own arrangement for safe preservation (in refrigerator) of materials and accommodation for his staff etc. No employees of the contractor shall be allowed to reside in canteen premises. No staff member of the contractor is allowed to enter the hall premises between **12 AM and 5.00 AM. Any violation shall be dealt with a penalty of Rs.20,000/- per instance in order to ensure no anti-social and criminal activity takes place after canteen timings.** Repeated offences shall be dealt strictly including cancellation of contract as per the discretion of the competent authority, AIIMS, Bhubaneswar. In case of inescapability, a permission for the same should be taken from the competent authority.

11.7 The contractor shall maintain the quality of preparation of food, fresh availability of items, constant supply of cold drinking water & other beverages as per the canteen management committee requirement.

11.8 A dietician will be nominated by the Competent Authority of AIIMS, Bhubaneswar, to monitor and ensure the quality of food being served by the caterer. A monthly report regarding the quality of the food, hygiene standard maintained by the caterer, performance and other such complaints, if any, received from the inmates will be submitted by the dietician to Administration.

11.9 The contractor shall maintain the working hours of Canteen as laid down by the Canteen Committee. The contractor will keep the premises clean as per the instructions of the canteen committee on its own cost. The garbage as generated will be suitably disposed of through mechanized manner and no garbage will be piled up for more than one day.

11.10 The contractor shall maintain FULL HYGIENIC CONDITIONS in the Canteen, in the storage, preparation and serving of eatables and in keeping the floor, furniture, utensils, crockery, cutlery neat and clean, so as to maintain the standards and aesthetic values in the Canteen. Contractor should make arrangements for visible storage of prepared food in hygienic condition. The canteen and its premises shall be kept clean and tidy. The garbage, peel-offs etc. should be disposed of as per norms of Bhubaneswar Municipal Corporation at the cost of the Contractor/ Caterer. **Smoking, tobacco chewing and intake of liquor is strictly prohibited**. Any violation will attract a fine of Rs. 5000/- per instance.

11.11 The staff and the Caterer will have to be provided uniforms with ID cards by the Contractor during working hours and they will be required to wear the uniforms and cap during working hours positively. Such persons should be free from contagious disease and maintain proper wearing of clean uniforms. No staff member below 18 years of age should be appointed by the Contractor as it is prohibited under the Law.

11.12 The contractor shall carry out the work in accordance with this contract. The Canteen should run in the name of '**AIIMS, Bhubaneswar PG Mess with Cafeteria and Shop for Dining Hall-01 (DH-01)''** and no other name should be used.

11.13 The Canteen Committee or its members shall have every right to inspect the Canteen without any notice and can seal the canteen in case of violation of terms and conditions. The staff of the canteen shall be the sole staff of the contractor and no relationship of master and servant shall exist between AIIMS, Bhubaneswar and such staff.

11.14 The Canteen should run during **the timings from 7.00AM to 11.00 PM**

11.15 The decision of the Competent Authority of the Institute with regard to any matters pertaining to the Canteen shall be final.

11.16 The Canteen Contractor shall handover charge of all furniture, fixtures, fittings etc., in good condition to the Institute when the contract is closed.

11.17 The Canteen Contractor shall pay the cost of damage, if any, caused to the premises, fixture, fittings etc., during the period of contract.

11.18 The Canteen Committee may also authorize any other person of AIIMS, Bhubaneswar to inspect the central canteen.

11.19 The contract will be in force from the date of leasing the Canteen and expire

on completion of contract period and no notice by Institute is necessary, otherwise a hefty penalty of Rs.50,000/- may be charges per day till the Bank Guarantee (BG) gets exhausted and the eviction proceedings may be resorted to subsequently. The Canteen Contractor shall leave the Canteen premises with his employees immediately after completion of the specified date and shall not re-enter.

11.20 The All India Institute of Medical Sciences (AIIMS) Bhubaneswar permits the Contractor to utilize the electrical and sanitary fittings, furniture, for the purpose of carrying out their obligations under this Agreement. However, any extra requirement to be arranged by the Vendor/ Contractor.

11.21 AIIMS, Bhubaneswar reserves the right to accept or reject any tender without assigning any reason thereof. The tenders which do not fulfil all or any of the above conditions or incomplete in any respect shall be liable to be rejected. Executive Director, AIIMS, BBBSR has the full and exclusive right to cancel the tender at any point of time without assigning any reasons thereof.

11.22 The vendor must maintain a feedback register.

12.0 GENERAL RULES PERTAINING TO THE DAILY FUNCTIONING OF THE CANTEEN:

Canteen Timings:

1	Breakfast		7:00 AM to 9:30 AM
2	Lunch		12:00 PM to 2:30 PM
3	Afternoon Snacks & Tea		4:00 PM to 6:00 PM
4	Dinner		8:00 PM to 11:00 PM

12.1 Limited salad will be provided during lunch and dinner. It will comprise of lemon and any of the three (Tomatoes, cucumbers, onions, beetroots, carrots). Pickle to be provided with every meal. Mouth freshener (Fennel seeds and sugar) to be kept at entrance.

12.2 Seasonal Chutney will be served with items like samosa, kachori, all types of chats etc.

12.3 Menu as decided by the mess/canteen committee will be strictly followed. Price of each item must be displayed on board in the designated places.

12.4 Extra items e.g. extra bowls of curd, non-veg. items and special vegetarian dishes etc. over and above the decided mess menu can be sold at extra prices decided in by the Mess/Canteen committee in consultation with the caterer.

12.5 Caterer must have adequate facility to provide food service facility at the designated places in the hostels and other places like Academic Block, Hospital etc. without extra charges. However, when there is a need to supply food to the academic block or to the hospital, the caterer has to do the same without any extra charges for packing.

12.6 The vendors have to run the Canteen. Cafeteria and Shop counters in the canteen from **7.00AM to 11PM.**

12.7 Sufficient counters should be made operational. This will be decided by the Mess/canteen Committee. The billing counter should be operational at a designated place.

12.8 Coupons for Guest Meals will be sold to the students & staff on the basis of requisition of a student/ resident/ staff in writing in the register maintained against cash

payment.

13.0 BRANDS OF CONSUMABLES PERMISSIBLE IN CANTEEN

Item	Brand
Salt	Tata/ Annapurna/ Nature fresh
Spices	M.D.H. Masala/ Satyam, Badshah, Everest, Ruchi
Ketchup	Maggi/Kissan/del mento/Prime
Oil (Sunflower)/Vegetable Oil	Sundrop/Godrej/Saffola/ Fortune/Emami Vegetable(use of Hydrogenated (vanaspati) oil is prohibited)
Pickle	Mother's/ Pravin/Priya/Prime
Atta	Ashirvad/Pillsbury/Annapurna
Instant Noodles	Maggi / Top Ramen/ Chings / Yippee
Flavoured fruit drinks	Real/ Tropicana
Papad	Lijjat/ any handmade local brand
Butter	Amul/ Britania/ Mother Dairy
Bread	Sanchi/Modern/Kwality/Wibs
Cornflakes	Kellog's/ Reliance
Jam	Kisan/ Maggi/ Reliance
Ghee	Amul/ Mother Dairy/ Britannia/ Pragati/ Omfed
Shrikhand	Sanchi /Amul
Milk	Sanchi/ Amul/ Mother Dairy/ Pragati/ Omfed
Tea	Brook bond/ Lipton/ Tata/ Taaza/ Reliance
Coffee	Nescafe/ Reliance/ Bru
Ice Cream	Top n Town/ Amul, Mother Dairy/ Kwality Walls

The caterer must use FSSAI approved brands only.

14.0 DAY WISE MENU FOR CANTEEN SERVICE

DAYS	Menu Details		
	Breakfast	**Lunch**	**Dinner**
Monday	Masala Dosa + Vada + Sambar + Chutney + Bread-Butter-Jam (4 Slices) + Boiled Egg (1No) + Fruit (1 No) + Tea/Coffee	Fried rice + Roti + Dal Fry + Salad + Dahi + Pickle + Khatta + Seasonal Veg Curry/Omlette Curry	Roti + Dal Fry + Gulab Jamun + Veg Biryani/Chicken Biryani
Tuesday	Rawa Idli + Sambar + Chutney + Puri + Alu Motor Sabji + Bread-Butter-Jam (4 Slices) + Boiled Egg (1No) + Fruit (1 No) + Tea/Coffee	Plane Rice + Roti + Dal Fry + Salad + Dahi + Pickle + Saga Muga/Paneer Kadai/Chicken Kadai	Plane Rice + Roti + Dal Fry + Foxtail Millet Kheer + Seasonal Vegetable Curry / Fish Besara
Wednesday	Paratha + Sabji + Millet Upma + Chutney + Bread-Butter-Jam (4 Slices) + Boiled Egg (1No) + Fruit (1 No) + Tea/Coffee	Lemon rice + Roti + Dal Fry + Salad + Dahi + Pickle + Saga Muga/Paneer Kadai/Egg Homestyle	Plane Rice + Roti + Dal Fry + Sewal Kheer + Paneer Dopyza/Chicken Masala
Thursday	Pav Bhaji + Uttapam + Sambur + Chutney + Bread-Butter-Jam (4 Slices) + Boiled Egg (1No) + Fruit (1 No) + Tea/Coffee	Zeera rice + Roti + Dal Fry + Salad + Dahi + Pickle + Dahi Brinjal + Mix Veg Curry/Fish Curry	Plane Rice + Roti + Dal Fry + Custard + Seasonal Veg curry/Chicken 65
Friday	Chole Bhature + Kanchipuram Idli + Sambar + Chutney + Bread-Butter-Jam (4 Slices) + Boiled Egg (1No) + Fruit (1 No) + Tea/Coffee	Fried rice + Roti + Dal Fry + Salad + Dahi + Pickle + Bhaji/Paneer Butter Masala/ Chicken Butter Masala	Plane Rice + Roti + Dal Fry + Foxtail Millet Kheer + Seasonal Veg curry/Fish Curry
Saturday	Puri + Bhaji (Homestyle) + Millet Upma + Sambar + Chutney + Bread-Butter-Jam (4 Slices) + Boiled Egg (1No) + Fruit (1 No) + Tea/Coffee	Lemon rice + Roti + Dal Fry + Salad + Dahi + Pickle + Aloo Chokha/Rajma Masala/Egg Kassa	Plane Rice + Roti + Dal Fry + Chena Poda + Paneer Chilly/Chicken Achari
Sunday	Poha + Idli + Sambar + Chutney + Bread-Butter-Jam (4 Slices) + Boiled Egg (1No) + Fruit (1 No) + Tea/Coffee	Zeera rice + Roti + Dal Fry + Salad + Dahi + Pickle + Mix Raita + Seasonal Mix Veg Curry/Chilly Chicken	Plane Rice + Roti + Dal Fry + Foxtail Millet Kheer + Seasonal Veg Curry/Egg Bhurji

* Additional items (For whole week days): [Cornflakes (50G) + Boiled Milk (250Ml)] for Rs. 25/-

* Price for extra Egg: Rs. 8/-

The maximum prices against the menu items as follows:

Sl. No.	Details	Fixed Price
01	Breakfast	Rs. 45/-
02	Normal veg meal	Rs. 60/-
03	Paneer, Mushroom, Egg & Fish Meal	Rs. 70/-
04	Chicken Meal	Rs. 80/-

15.0 Daily Menu for Cafeteria

The vendor mast provides following items on demand basis. The rate for each item must be displayed at a suitable place accessible to everyone.

Sl. No.	Items	Quantity	Maximum Price (Rs.)
1	Chowmin (Veg)	200 gm	Rs.40.00
2	Chowmin (Paneer)	200 gm	Rs.55.00
3	Chowmin (2 Egg)	200 gm	Rs.60.00
4	Chowmin (1 Egg-Chicken)	200 gm	Rs.70.00
5	Chilli Chicken (5 pieces)	Cooked 200 gm (1 Plate)	Rs.70.00
6	Chicken pakoda (5 pieces)	Cooked 200 gm (1 Plate)	Rs.60.00
7	Paneer pakoda (5 pieces)	Cooked 200gm(1 Plate)	Rs.50.00
8	Roll (Veg)	Medium size	Rs.40.00
9	Roll (Paneer)	Medium size	Rs.50.00
10	Roll (Mushroom)	Medium size	Rs.50.00
11	Roll (2 Egg)	Medium size	Rs.50.00
12	Roll (2 Egg-Chicken)	Medium size	Rs.60.00
13	Veg Patties	120gm	Rs.30.00
14	Non veg patties (Chicken)	120gm	Rs.40.00
15	Non veg Burger (Chicken)	150gm	Rs.110.00
16	Veg Burger	150gm	Rs.80.00
17	Onion pakoda/ Veg Pakoda	(150 gm)	Rs.30.00
18	Potato Samosa/alubanda	(70 gm)	Rs.10.00
19	Sweets (Rasgola, Gulabjamun etc.) per piece	(50 gm)	Rs.10.00
20	DahiVada (2 Nos.)	(50 g each)	Rs.30.00
21	Instant Noodles	150 gm	Rs.30.00
22	Banana Shake	200 ml	Rs.30.00
23	Mango Shake (Seasonal)	200 ml	Rs.20.00
24	Hot milk	200 ml	Rs.20.00
25	Hot Milk with Burnvita/Horlicks	200 ml	Rs.30.00
26	Tea/ Coffee	100 ml	Rs.10.00

15.1 List of Items for Shop

List of Items	Price	Minimum Discount
Cool drinks (Coco-Cola, Pepsi, Sprite, Maaza, Limca, Frooti and other standard brand items) **Fruit juice** (Tropicana, Frooti, Dabur and other branded fruit juice) **Drinking Water** (Bisleri/Aquafina and other standard brand mineral water.) **Biscuits** (Any standard brand such as Marie, Britania, Sunfeast, bisk Farm, Parle etc.) **Chocolates** (Cadbury, Nestle, Amul, Parle etc. and any other standard brand) **Chips** (Any standard brand) **Ice Cream** (Amul, Kwality Walls, Vadilal and any other standard brand)	As per the MRP	10% on MRP

16.0 ASSIGNMENT & SUBLETTING:

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Contractor. The Contractor shall be responsible for the acts, defaults and neglects of its employees, or workmen. All the workers as engaged by the contractor will be solely his employees and the contractor will ensure compliance of all labour laws as applicable including payment of minimum wages. He will also comply all other laws of the land as applicable. AIIMS, Bhubaneswar will have no liabilities in this connection. **The Contractor will take care of all fire safety measures without fail**.

i. The Canteen premises (inside and outside) should not be used for any other purpose except for running the canteen and that the walls and surroundings of the canteen should not be used for display of wall posters, writings etc. The contractor is responsible for minor repair and replacement works with electrical fittings, sanitary items without any expenses to the Institute. **The contractor shall not be involved in transporting the cooked food from AIIMS, BBSR premises to any other organizations/ places**.

ii. The Contractor should not transfer the management to any other individual or agency. The manager of the Canteen should be present at the premises and supervise the day-to-day affairs of the Canteen and shall not give scope for any complaints whatsoever. However, the canteen committee will regularly inspect the canteen premises and any deficiencies as detected by them should be addressed immediately, failing which penalty will be imposed upon the contractor.

iii. The Executive Director, AIIMS Bhubaneswar (Odisha, India) has the full and exclusive right to accept or reject, any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar service at any time before the award of the contract without assigning any reasons thereof. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the

grounds for such action(s).

iv. The Contractor will use Electronic Billing Machine for Token system to be displayed and used on daily basis. Electronic payment facility and cash facility to be used by the Contractor for easy payments by the users.

v. The contractor shall employ skilled and experienced persons in running the canteen. No child labour will be employed by the Contractor in the canteen and the Institute shall be at liberty to object to and require the Contractor to remove from canteen any person employed by contractor in running the canteen who in the opinion of the Institute is unbecoming of being employed in the canteen. Such persons shall not again be employed in the canteen without the specific permission of the Canteen Committee.

17.0 PAYMENT DETAILS:

The payment for food served during the contract period shall be directly collected by the vender from the beneficiaries. Credit if any allowed to anyone will be the sole responsibility of the vendor. AIIMS, Bhubaneswar is no way shall be held responsible for any credit transactions.

18.0 COMPLIANCE OF STATUTORY LIABILITIES:

i. The Caterer has to pay a rent per Square meter of utilized area as per Govt. of India norms. The caterer will have to deposit the Electricity and Water charges as per actual unit consumption. The electricity and water charges have to be deposited positively on monthly basis without fail. Otherwise penalty of 10% penalty over the dues pending shall be imposed per month and after 03 consecutive months of default, the decision of the competent authority shall be final and binding on the vendor.

ii. The contractor shall ensure that wages paid to his employees confirm to the provisions of the Minimum Wages Act and other social security like EPF, ESIC etc. The Contractor shall also ensure adequate rest and working hours as per norms etc. to all his employees.

iii. The contractor shall be totally responsible for all statutory liabilities including those relating to Weights and Measures and Prevention of Food Adulteration.

iv. The licenses shall obtain and arrange a 3rd party insurance policies to cover all the incidents, workmen and all the kitchen equipment involved in the outsourcing of services, against any mishap. The insurance policy shall be obtained every year by the contractor till the date of completion of contract.

19.0 SETTLEMENT OF DISPUTE:

All disputes related to canteen lease, rent, electric bill, management, maintaining hygiene and abiding rules and regulation as per the Govt. of India guidelines by the AIIMS authorities. If amicable settlement fails and as required, an Arbitrator shall be appointed on mutual consent within the Institute by authorities of AIIMS, Bhubaneswar. Any legal dispute if so arise shall be subject to jurisdiction of courts in Bhubaneswar only.

20.ADDITIONAL TERMS AND CONDITIONS:

1.**Validity of Tender:** The validity of the Bid Tender Document shall be for **180 (One hundred and eighty) days** from the date of last date of submission of the bid.

i. **E-Tenders should be quoted only by the Original** Bidder. Bidders are required to quote strictly as per specifications of the tender. Deviation if any to specification, must be brought out clearly giving deviation statement as per **Annexure-IV**

ii. **No deviation is accepted. Bidders may send representation to consider the deviation/suggestion in specification/brand/quantity on or before the last date of receipt of representation. Changes if any, will be issued as Final Corrigendum/ addendum. No further deviation will be accepted for evaluation in Technical stage or any further**. **Annexure-IV.**

iii. Replacement and repair will be undertaken for the defective Services at no extra cost.

iv. No guarantee can be given as to the minimum quantity which will be drawn against this contract but the contract holder firm will have to supply quantity as may be ordered during the currency of the contract.

v. The Executive Director, AIIMS Bhubaneswar has full authority to take into account the performance of bidder and they should submit latest performance certificate from any other Govt. Hospitals/ Institutions/PSUs to testify the proper dealing of canteen services & performance.

21.POWER TO IGNORE MINOR DEVIATIONS:

i. AIIMS Bhubaneswar reserves right to ignore any trivial nature of deviation(s) in tender documents as decided by the competent authority while processing the tender. The Institute may also seek any clarification/ documents to substantiate the claim of the bidder at the later stage if felt necessary. However, the bidder can't claim it as a matter of right and will be bound to comply the Terms & Conditions of the tender without citing the ground of trivial deviation/ seeking of the clarification/ documents in support of the cancellation of his/ her bid.

ii. After due evaluation of the bid, Institute will award the contract to the responsive Bidder who has quoted the Highest price for the canteen services.

iii. The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the Executive Director, AIIMS Bhubaneswar. If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Bidder shall be forfeited by AIIMS Bhubaneswar.

iv. The AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the Supplier Agency during the course of their performing the duties to this office in connection with the Canteen Service at Dining Hall-01 (DH-01) at AIIMS, Bhubaneswar.

v. If the bidder denies/ fails to execute the contract/ order after being awarded for the same or to submit the Performance Security, the bid security (EMD) shall be forfeited and the vendor will be debarred for a period of two years from participating in future tenders of the Institute.

vi. The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

vii. The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without prior written consent of AIIMS Bhubaneswar authorities.
viii. The Executive Director, AIIMS Bhubaneswar (Odisha, India) has the full and exclusive right to accept or reject, any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract without assigning any reasons thereof. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

22. RISK PURCHASE & PENALTY:

i. In case the bidder on whom the service order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Bhubaneswar) may recover from the bidder the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by bidder. In addition, Liquidated damage will also be recovered for the items defaulted; calculated from the date of service order issued till the supply of the item(s) through risk purchase. The amount will be recovered from any of his subsequent/pending bills or Security Deposit. Black listing of the firm may be initiated depending upon the circumstances of the default/merit of the case.
ii. The quantity for supply will be as per the requirement of AIIMS, Bhubaneswar and is subject to increase/decrease at the discretion of the competent authority of AIIMS, Bhubaneswar.
iii. The selected contractor shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours and on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even at short notice to AIIMS Bhubaneswar. The selected manufacturer should submit two working e-mail IDs for all official correspondence which will be registered in the vendor directory. Any changes in the Mail IDs must invariably be informed immediately to AIIMS, Bhubaneswar.

23.LAW GOVERNING THE CONTRACT AND JURISDICTION:

The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of Bhubaneswar shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

24.PERFORMANCE SECURITY DEPOSIT:

The successful bidder will be required to furnish a Performance Security Deposit of Rs. 22,50,000/- in favour of "AIIMS Bhubaneswar" by way of "Irrevocable Performance Bank Guarantee or Fixed Deposit Receipt" (in favour of AIIMS, Bhubaneswar) from Nationalized/Commercial Bank which is refundable. The performance security shall remain valid for a period of 14 months from the date of contract LoA. Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

i. After due evaluation of the bid(s), Institute will award the contract to the responsive bidder who has quoted the Highest Price.
ii. Conditional Bids will be treated as unresponsive and therefore shall be rejected.
iii. The Institute reserves the right to accept in part or in full or reject any or more Tender/offer without assigning any reasons or cancel the tendering process and reject all Tender at any time prior to award of contract, without accepting any liability, whatsoever.
iv. In the event of the claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, the bid shall be rejected. However, minor/ trivial nature of deviations in the submission of documents may be ignored or may be allowed to be

rectified by obtaining required clarification by the Tender Inviting Authority so as to ensure qualification of maximum number of competitive offers to the final round.

v. The Bidder shall be responsible for properly uploading the relevant documents in the e-Tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while uploading the on-line Bid.

vi. In respect of items where single bid has been received, the same may be re-Tendered.

vii. **A latest certificate of GST payment should be enclosed.**

25.FORCE MAJEURE:

(a) If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restrictions, strikes, lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof.

(b) Neither party shall by reason of such event be entitled to terminate this contact nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.

(c) Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, BBSR may, opt to terminate the contract.

26.DEBARMENT FROM BIDDING:

(a) A bidder shall be debarred if he has been convicted of an offence

(i) under the prevention of Corruption Act, 1988 or

(ii) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(b) A bidder debarred or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

(c) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(d) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

27.CODE OF INTEGRITY:

No official of the bidder shall act in contravention of the codes which includes

(a) Prohibition of:

(i) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to other wise influence the procurement process.

(ii) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(iii) Any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

(iv) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(v) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(vi) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(vii) Obstruction of any investigation or auditing of a procurement process.

(viii) Making false declaration or providing false information for participation in a tender process or to secure a contract.

(b) disclosure of conflict of interest:

(i) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.

(ii) The purchaser will reject a proposal for award if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, Fraudulent, collusive or coercive practices in competing for the contract in question.

(ii) The Executive Director, AIIMS Bhubaneswar, Odisha, India has the full and exclusive right to accept or reject, increase or decrease order, square meter area, any or all the tenders without assigning any reasons thereof and also to cancel the Rate contract at any time without assigning any reason.

28.Cartel Formation:

Any bidder who is participating in this bid is to ensure that he is not aligned with any bidder with a partnership firm and also in a financial sharing business. This leads to cartel formation, in this case Buyer has every right to disqualify both the bidders.

29.PENALTY CLAUSE

In case of violation of the following rules, the penalty charges on the Caterer shall be followed. In addition to the penalties mentioned at "Scope of Work"

i. Non-availability of complaint register on the counter/ discouraging students from registering complaints a fine of **Rs.1,000/-** (Rupees one thousand only) on every occasion.

ii. For single complaints of insects and/or foreign object cooked or found in dish of any food items would invite a fine of **Rs.2,000/-** (Rupees two thousand only) on the caterer.

iii. For single complaints of uncleaned utensils in a day would lead to a fine of Rs.500/- (Rupees five hundred only) on the caterer.

iv. If Canteen Committee agrees that certain meal was not cooked properly and also about the quality of food then a fine of **Rs.5,000/-** (Rupees Five thousand only) would be imposed on the caterer.

v. Fine on any discrepancy (personal hygiene of workers, misbehaviour by workers etc.) will lead to fine of **Rs.2,000/-** (Rupees two thousand only) on caterer for every instance.

vi. Absence of the proprietor or his representative in the Canteen Meeting on prior information will attract a fine of **Rs.5,000/-** (Rupees five thousand only) on caterer.

vii. In case it is found that three such fines do not have any effect in abiding by the terms and conditions mentioned in the contract, the contract may be terminated finally after serving fifteen days notice by the Administration of AIIMS BHUBANESWAR to the Contractor. The notice during the trial period will be only one week.

viii. Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine as decided by the committee.

ix. Severity of hygiene failure shall be assessed and decided by the committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed.
x. Under no circumstances, food cooked at the DH (1) & Shops of AIIMS, Bhubaneswar shall be supplied to outside.
xi. The successful vendor will engage adequate manpower with proper justifications and the same must be communicated to authority after award of the tender.

30. TERMINATION OF CONTRACT

The Service provider will submit Monthly Feedback duly signed by the Committee in the prescribed format duly signed by the Food Safety Committee to the Helpdesk (S&P Dept.) and submit it by 5th of every month for record purpose.

If some problem exists for consecutive months, then the Caterer will be served with warning for Contract termination and penalty of Rs.50,000/-.

If same problem exists for another month, then termination of contract notice shall be served.

31. Check list for Documents supporting eligibility criteria and Qualification requirement and other supporting documents

Sl. No.	Description	Copy Attached	Page No.
1	(To be Mentioned in the Letter head of the Firm). 1. Name & Address of Bidder with phone number, email-id. 2. Specify whether a Proprietorship / Partnership firm/ Company. 3. Name of Proprietor /Partner/Managing Director/Director.		
2	Name, address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation by its competent person(s)/ Board of members)		
3	PAN copy of the bidder		
4	GST Registration Certificate of the bidder		
5	Copies of last three years IT Returns		
6	3 years Turnover Certificates duly certified by the CA.		
7	Documents if bidder is claiming for EMD exemption. (NSIC/MSE/Start-ups)		
8	Documents as per Tender Clause (Section-C, Point No. 16), if Bidder is claiming relaxation for Turnover and Experience.(MSE/Start-ups)		
9	Undertaking for acceptance of all Terms & Conditions in original **(Annexure-I**).		
10	Notarised affidavit as per **Annexure –II** on Indian Non Judicial Stamp Paper of Rs.10/- (If you don't submit this, your tender will be out rightly rejected.)		
11	Registration Certificate under Shops & Establishment Act. (Municipal License, Trade License) Annexure-III (also to be submitted with relevant documents.)		
12	Whether the items quoted is as per specification, if not, the statement of deviation (Parameter wise) from the tender technical specification must be enclosed as per **(Annexure-IV)**		
13	Have you previously supplied these items to any government/ reputed private organization? If yes, to list Major Customers to be given on a separate sheet as per **Annexure–V**. (PO copies & performance certificates of similar item supplied must be enclosed.)		
14	No personal relation as per **Annexure – VI**		
15	Financial Bid as per **Annexure–VII** (Note: to be submitted on line only)		
16	Registration of Firm in case of Partnership or Certificate of Incorporation in case of company.		
17	Partnership Deed/ Memorandum & Articles of Association		
18	License for Food Processing/ Canteen service		
19	License to employ contract labour, EPF, ESIC Registration etc		
20	Copies of Service Contract work order and Services completion Certificates along with Experience certificate		
21	Declaration by the bidder as per Section- E		
22	List of Arbitration Cases (if any)		
23	Solvency Certificate for Rs 1 Crore		
24	**As per the Ministry of Health & Family Welfare all the participating bidders must confirm the status with a relevant documents issued by central/state Govt. for further meeting the guidelines.** Please tick (✓) the appropriate box. If "Yes"/ "No" please specify and attach the relevant documents.		

<table>
<tr><td></td><td>
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<tr><th>Sl.No</th><th>Description</th><th colspan="2">Please tick(✓) the below box</th><th>Relevant / Supporting document to be attached</th></tr>
<tr><td>1</td><td>MSE</td><td>Yes</td><td>NO</td><td></td></tr>
<tr><td>2.</td><td>Self-Help Group (Women)</td><td>Yes</td><td>NO</td><td></td></tr>
<tr><td>3.</td><td>SC/ST</td><td>Yes</td><td>NO</td><td></td></tr>
</table>
</td><td></td><td></td></tr>
<tr><td>25</td><td>Integrity Pact</td><td></td><td></td></tr>
<tr><td>26</td><td>Any other information, if necessary</td><td></td><td></td></tr>
</table>

SECTION -'D'

Name of the e-Tender PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01)

32. TENDER EVALUATION (TECHNICAL EVALUATION OF SERVICE FACILITIES)

Additional Terms & Conditions for PG Mess Services with Cafeteria and Shop for Dining Hall-01 (DH-01) at AIIMS, Bhubaneswar.

i. The AIIMS, Bhubaneswar invites bid for selection of catering contractor to run **(I) One mess service along with (II) One Cafeteria and (III) One Shop attached to it in Dining Hall – 01 (DH-1).**
The duration of the contract shall be initially for a period of One year from the date of award of contract and extendable up to another 1 (one year) on mutually agreeable terms & conditions. However, in case of any defaults or negligence under such contract, the Mess committee may suggest to the AIIMS Bhubaneswar authority to impose fine or penalty against the vendor (Service Provider) or termination of the contract.

ii. Service providers having adequate experience in running same/similar type of Canteen/ Cafeteria/ Shop in only Government departments, reputed Public Sector Undertakings may apply along with sufficient proof of their experience and ability of running the canteens.

33.0 PRE QUALIFICATION CRITERIA

A	The Vendor must have minimum 3 years of experience in the field of catering services at different Govt./ reputed public sector Educational Institutions. Supporting documents to be provided. (**Mandatory**) 1. Organization served, 2. Duration, 3. No. of plates served each of B/f, Lunch & Dinner, 4. Satisfactory Performance Certificate from the
B	Experience certificate/Continuity certificate/ Last Serving certificate / Copy of work order showing tenure of contract with contract value/any other document in support of providing the canteen services from the currently served Govt./ Reputed Private Institutes duly sealed and signed to be submitted from the Administrative head of the Institute and / or any authorized official of the institute
C	Average Annual Turnover Certificate from the Chartered Accountant for last three years i.e. 2023-2024, 2024-2025 & 2025-26. (Annual turnover per year should be minimum **Rs.4.5 Crores each year**) from Catering services & Cafeteria and Shop from the Educational Institutes.
D	The bidder must have successfully executed/completed catering Services, over the last three years i.e. the current financial year and the last three financial years: - 3. Three similar completed services with experience of serving **not less than 300 plates** of each Breakfast/Lunch/Dinner on each day;

	or 4. Two similar completed services with experience of serving **not less than 400 plates** of each Breakfast/Lunch/Dinner on each day; or 3. One similar completed service with experience of serving **not less than 500 plates** of each Breakfast/Lunch/Dinner on each day at the canteen at Govt./ Public Sector Undertaking. Certificate to that extent in the organization's letter head with issuing officers contact details should be provided.

34.0 SCOPE OF WORK AND GENERAL TERMS & CONDITIONS

i. The selected Caterers have to serve the food in the dining hall and packed food in the Academic Block, Hospital and Hostels as and when required. Space for cooking will be provided in the Dining Hall. The Contractor shall bear all the expenses towards the purchase of brooms, floor/ area sanitizer like phenyl etc. for maintaining cleanliness of highest standard. Utensils, cooking gas required for cooking, and other crockery and cutlery shall have to be arranged by the contractor. The Contractor shall make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment. Good quality paper made disposables should be used by the Contractor for serving tea/ coffee etc. instead of plastic materials. The Contractor shall use the commercial cooking gas cylinder and ISI marked Gas Stove for the purpose of cooking.

ii The quality of service will be evaluated every month as per the checklist provided in annexure-1. Penalty of Rs. 5000/- will be put on the vendor if the percentage of score remains below 80%.

iii The contract may be terminated by the Contractor after giving a notice of 03 (Three) months whereas AIIMS, Bhubaneswar can terminate the contract after giving **one-month notice period**.

Iv No compensation will be allowed due to fluctuation in the market rates of material and labour.There will be no escalation of rates of the different items as quoted during the contract period. The rates quoted by the contractor shall remain unchanged during the contract period.

V The Contractor, whose tender is accepted, has to sign an agreement on non-judicial stamp paper worth Rs.100/- (Rupees one hundred only) with AIIMS, Bhubaneswar within **30** days of issuance of Work order, failing which the earnest money deposited by him will be liable to beforfeited and treating the work order as cancelled.

Vi The contract comprises the necessary arrangement of all raw materials required for preparation of breakfast, lunch, dinner, snacks, beverages, sweets, preparation of items mentioned in Appendix A & B and serving the prepared food to students, staff, including provision of all materials, equipment for preparation and serving of articles. This will also include transportation, cost of materials and labour charges. The contractor shall make his own arrangement for safe preservation (in refrigerator) of materials and accommodation for his staff etc. No employees of the contractor shall be allowed to reside in canteen premises. No staff member of the contractor is allowed to enter the hall premises between **12 AM and 5.00 AM. Any violation shall be dealt with a penalty of Rs. 20,000/- per instance in order to ensure no anti-social and criminal activity takes place after canteen timings.** Repeated offences shall be dealt strictly including cancellation of contract as per the discretion of the competent authority, AIIMS, Bhubaneswar. In case of inescapability, a permission for the same should be taken from the competent authority.

Vii The contractor shall maintain the quality of preparation of food, fresh availability of

items, constant supply of cold drinking water & other beverages as per the canteen management committee requirement.

Viii A dietician will be nominated by the Competent Authority of AIIMS, Bhubaneswar, to monitor and ensure the quality of food being served by the caterer. A monthly report regarding the quality of the food, hygiene standard maintained by the caterer, performance and other such complaints, if any, received from the inmates will be submitted by the dietician to Administration.

Ix The contractor shall maintain the working hours of Canteen as laid down by the Canteen Committee. The contractor will keep the premises clean as per the instructions of the canteen committee on its own cost. The garbage as generated will be suitably disposed of through mechanized manner and no garbage will be piled up for more than one day.

X The contractor shall maintain FULL HYGIENIC CONDITIONS in the Canteen, in the storage, preparation and serving of eatables and in keeping the floor, furniture, utensils, crockery, cutlery neat and clean, so as to maintain the standards and aesthetic values in the Canteen. Contractor should make arrangements for visible storage of prepared food in hygienic condition. The canteen and its premises shall be kept clean and tidy. The garbage, peel-offs etc. should be disposed of as per norms of Bhubaneswar Municipal Corporation at the cost of the Contractor/ Caterer. **Smoking, tobacco chewing and intake of liquor is strictly prohibited**. Any violation will attract a fine of Rs. 5000/- per instance.

Xi The staff and the Caterer will have to be provided uniforms with ID cards by the Contractor during working hours and they will be required to wear the uniforms and cap during working hours positively. Such persons should be free from contagious disease and maintain proper wearing of clean uniforms. No staff member below 18 years of age should be appointed by the Contractor as it is prohibited under the Law.

Xii The contractor shall carry out the work in accordance with this contract. The Canteen should run in the name of '**PG Mess with Cafeteria and Shop for Dining Hall-01 (DH-01)''** at **AIIMS, Bhubaneswar.** and no other name should be used.

Xiii The Canteen Committee or its members shall have every right to inspect the Canteen without any notice and can seal the canteen in case of violation of terms and conditions. The staff of the canteen shall be the sole staff of the contractor and no relationship of master and servant shall exist between AIIMS, Bhubaneswar and such staff.

Xiv The Canteen should run during **the timings from 7.00AM to 11.00 PM**

XvThe decision of the Competent Authority of the Institute with regard to any matters pertaining to the Canteen shall be final.

Xvi The Canteen Contractor shall handover charge of all furniture, fixtures, fittings etc., in good condition to the Institute when the contract is closed.

Xvii The Canteen Contractor shall pay the cost of damage, if any, caused to the premises, fixture, fittings etc., during the period of contract.

Xviii The Canteen Committee may also authorize any other person of AIIMS, Bhubaneswar to inspect the central canteen.

Xix The contract will be in force from the date of leasing the Canteen and expire on completion of contract period and no notice by Institute is necessary, otherwise a hefty penalty of Rs. 50,000/- may be charges per day till the Bank Guarantee (BG) gets exhausted and the eviction proceedings may be resorted to subsequently. The Canteen Contractor shall leave the Canteen premises with his employees immediately after completion of the specified date and shall not re-enter.

Xx The All India Institute of Medical Sciences (AIIMS) Bhubaneswar permits the Contractor to utilize the electrical and sanitary fittings, furniture, for the purpose of carrying out their obligations under this Agreement. However, any extra requirement to be arranged by the

Vendor/ Contractor.

Xxi AIIMS, Bhubaneswar reserves the right to accept or reject any tender without assigning any reason thereof. The tenders which do not fulfil all or any of the above conditions or incomplete in any respect shall be liable to be rejected. Executive Director, AIIMS, BBBSR has the full and exclusive right to cancel the tender at any point of time without assigning any reasons thereof.

Xxii The vendor must maintain a feedback register.

35.0 GENERAL RULES PERTAINING TO THE DAILY FUNCTIONING OF THE CANTEEN:

Canteen Timings:

1	Breakfast	:	7:00 AM to 9:30 AM
2	Lunch	:	12:00 PM to 2:30 PM
3	Afternoon Snacks & Tea	:	4:00 PM to 6:00 PM
4	Dinner	:	8:00 PM to 11:00 PM

I. Limited salad will be provided during lunch and dinner. It will comprise of lemon and any of the three (Tomatoes, cucumbers, onions, beetroots, carrots). Pickle to be provided with every meal. Mouth freshener (Fennel seeds and sugar) to be kept at entrance.

II. Seasonal Chutney will be served with items like samosa, kachori, all types of chats etc.

III. Menu as decided by the mess/canteen committee will be strictly followed. Price of each item must be displayed on board in the designated places.

IV. Extra items e.g. extra bowls of curd, non-veg. items and special vegetarian dishes etc. over and above the decided mess menu can be sold at extra prices decided in by the Mess/Canteen committee in consultation with the caterer.

V. Caterer must have adequate facility to provide food service facility at the designated places in the hostels and other places like Academic Block, Hospital etc. without extra charges. However, when there is a need to supply food to the academic block or to the hospital, the caterer has to do the same without any extra charges for packing.

VI. The vendors have to run the Canteen. Cafeteria and Shop counters in the canteen from **7.00AM to 11PM.**

VII. Sufficient counters should be made operational. This will be decided by the Mess/canteen Committee. The billing counter should be operational at a designated place.

VIII. Coupons for Guest Meals will be sold to the PG students & staff (Approx.700-800 No) on the basis of requisition of a student/ resident/ staff in writing in the register maintained against cash payment.

36.0 BRANDS OF CONSUMABLES PERMISSIBLE IN CANTEEN

Item	Brand
Salt	Tata/ Annapurna/ Nature fresh
Spices	M.D.H. Masala/ Satyam, Badshah, Everest, Ruchi
Ketchup	Maggi/Kissan/del mento/Prime
Oil (Sunflower)/Vegetable Oil	Sundrop/ Godrej/Saffola/ Fortune/Emami Vegetable (use of Hydrogenated (vanaspati) oil is prohibited)
Pickle	Mother's/ Pravin/Priya/Prime
Atta	Ashirvad/Pillsbury/Annapurna
Instant Noodles	Maggi / Top Ramen/ Chings / Yippee
Flavoured fruit drinks	Real/ Tropicana
Papad	Lijjat/ any handmade local brand
Butter	Amul/ Britania/ Mother Dairy
Bread	Sanchi/Modern/Kwality/Wibs
Cornflakes	Kellog's/ Reliance
Jam	Kisan/ Maggi/ Reliance
Ghee	Amul/ Mother Dairy/ Britannia/ Pragati/ Omfed
Shrikhand	Sanchi /Amul
Milk	Sanchi/ Amul/ Mother Dairy/ Pragati/ Omfed
Tea	Brook bond/ Lipton/ Tata/ Taaza/ Reliance
Coffee	Nescafe/ Reliance/ Bru
Ice Cream	Top n Town/ Amul, Mother Dairy/ Kwality Walls

The caterer must use FSSAI approved brands only.

37.0 DAY WISE MENU FOR CANTEEN SERVICE

DAYS	Menu Details		
	Breakfast	**Lunch**	**Dinner**
Monday	Masala Dosa + Vada + Sambar + Chutney + Bread-Butter-Jam (4 Slices) + Boiled Egg (1No) + Fruit (1 No) + Tea/Coffee	Fried rice + Roti + Dal Fry + Salad + Dahi + Pickle + Khatta + Seasonal Veg Curry/Omlette Curry	Roti + Dal Fry + Gulab Jamun + Veg Biryani/Chicken Biryani
Tuesday	Rawa Idli + Sambar + Chutney + Puri + Alu Motor Sabji + Bread-Butter-Jam (4 Slices) + Boiled Egg (1No) + Fruit (1 No) + Tea/Coffee	Plane Rice + Roti + Dal Fry + Salad + Dahi + Pickle + Saga Muga/Paneer Kadai/Chicken Kadai	Plane Rice + Roti + Dal Fry + Foxtail Millet Kheer + Seasonal Vegetable Curry / Fish Besara
Wednesday	Paratha + Sabji + Millet Upma + Chutney + Bread-Butter-Jam (4 Slices) + Boiled Egg (1No) + Fruit (1 No) + Tea/Coffee	Lemon rice + Roti + Dal Fry + Salad + Dahi + Pickle + Saga Muga/Paneer Kadai/Egg Homestyle	Plane Rice + Roti + Dal Fry + Sewal Kheer + Paneer Dopyza/Chicken Masala
Thursday	Pav Bhaji + Uttapam + Sambur + Chutney + Bread-Butter-Jam (4 Slices) + Boiled Egg (1No) + Fruit (1 No) + Tea/Coffee	Zeera rice + Roti + Dal Fry + Salad + Dahi + Pickle + Dahi Brinjal + Mix Veg Curry/Fish Curry	Plane Rice + Roti + Dal Fry + Custard + Seasonal Veg curry/Chicken 65
Friday	Chole Bhature + Kanchipuram Idli + Sambar + Chutney + Bread-Butter-Jam (4 Slices) + Boiled Egg (1No) + Fruit (1 No) + Tea/Coffee	Fried rice + Roti + Dal Fry + Salad + Dahi + Pickle + Bhaji/Paneer Butter Masala/ Chicken Butter Masala	Plane Rice + Roti + Dal Fry + Foxtail Millet Kheer + Seasonal Veg curry/Fish Curry
Saturday	Puri + Bhaji (Homestyle) + Millet Upma + Sambar + Chutney + Bread-Butter-Jam (4 Slices) + Boiled Egg (1No) + Fruit (1 No) + Tea/Coffee	Lemon rice + Roti + Dal Fry + Salad + Dahi + Pickle + Aloo Chokha/Rajma Masala/Egg Kassa	Plane Rice + Roti + Dal Fry + Chena Poda + Paneer Chilly/Chicken Achari
Sunday	Poha + Idli + Sambar + Chutney + Bread-Butter-Jam (4 Slices) + Boiled Egg (1No) + Fruit (1 No) + Tea/Coffee	Zeera rice + Roti + Dal Fry + Salad + Dahi + Pickle + Mix Raita + Seasonal Mix Veg Curry/Chilly Chicken	Plane Rice + Roti + Dal Fry + Foxtail Millet Kheer + Seasonal Veg Curry/Egg Bhurji

* Additional items (For whole week days): [Cornflakes (50G) + Boiled Milk (250Ml)] for Rs. 25/-

* Price for extra Egg: Rs. 8/-

The maximum prices against the menu items as follows:

Sl. No.	Details	Fixed Price
01	Breakfast	Rs. 45/-
02	Normal veg meal	Rs. 60/-
03	Paneer, Mushroom, Egg & Fish Meal	Rs. 70/-
04	Chicken Meal	Rs. 80/-

38.0 Daily Menu for Cafeteria

The vendor mast provides following items on demand basis. The rate for each item must be displayed at a suitable place accessible to everyone.

Sl. No.	Items	Quantity	Maximum Price (Rs.)
1	Chowmin (Veg)	200 gm	Rs.40.00
2	Chowmin (Paneer)	200 gm	Rs.55.00
3	Chowmin (2 Egg)	200 gm	Rs.60.00
4	Chowmin (1 Egg-Chicken)	200 gm	Rs.70.00
5	Chilli Chicken (5 pieces)	Cooked 200 gm (1 Plate)	Rs.70.00
6	Chicken pakoda (5 pieces)	Cooked 200 gm (1 Plate)	Rs.60.00
7	Paneer pakoda (5 pieces)	Cooked 200gm(1 Plate)	Rs.50.00
8	Roll (Veg)	Medium size	Rs.40.00
9	Roll (Paneer)	Medium size	Rs.50.00
10	Roll (Mushroom)	Medium size	Rs.50.00
11	Roll (2 Egg)	Medium size	Rs.50.00
12	Roll (2 Egg-Chicken)	Medium size	Rs.60.00
13	Veg Patties	120gm	Rs.30.00
14	Non veg patties (Chicken)	120gm	Rs.40.00
15	Non veg Burger (Chicken)	150gm	Rs.110.00
16	Veg Burger	150gm	Rs.80.00
17	Onion pakoda/ Veg Pakoda	(150 gm)	Rs.30.00
18	Potato Samosa/alubanda	(70 gm)	Rs.10.00
19	Sweets (Rasgola, Gulabjamun etc.) per piece	(50 gm)	Rs.10.00
20	DahiVada (2 Nos.)	(50 g each)	Rs.30.00
21	Instant Noodles	150 gm	Rs.30.00
22	Banana Shake	200 ml	Rs.30.00
23	Mango Shake (Seasonal)	200 ml	Rs.20.00
24	Hot milk	200 ml	Rs.20.00
25	Hot Milk with Burnvita/Horlicks	200 ml	Rs.30.00
26	Tea/ Coffee	100 ml	Rs.10.00

39.0 List of Items for Shop

List of Items	Price	Minimum Discount
Cool drinks (Coco-Cola, Pepsi, Sprite, Maaza, Limca, Frooti and other standard brand items) **Fruit juice** (Tropicana, Frooti, Dabur and other branded fruit juice) **Drinking Water** (Bisleri/Aquafina and other standard brand mineral water.) **Biscuits** (Any standard brand such as Marie, Britania, Sunfeast, bisk Farm, Parle etc.) **Chocolates** (Cadbury, Nestle, Amul, Parle etc. and any other standard brand) **Chips** (Any standard brand) **Ice Cream** (Amul, Kwality Walls, Vadilal and any other standard brand)	As per the MRP	10% on MRP

40.0 ASSIGNMENT & SUBLETTING:

i. The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Contractor. The Contractor shall be responsible for the acts, defaults and neglects of its employees, or workmen. All the workersas engaged by the contractor will be solely his employees and the contractor will ensure compliance of all labour laws as applicable including payment of minimum wages. He will alsocomply all other laws of the land as applicable. AIIMS, Bhubaneswar will have no liabilities in this connection. **The Contractor will take care of all fire safety measures without fail**.

ii. The Canteen premises (inside and outside) should not be used for any other purpose except for running the canteen and that the walls and surroundings of the canteen should not be used for display of wall posters, writings etc. The contractor is responsible for minor repair and replacement works with electrical fittings, sanitary items without any expenses to the Institute. **The contractor shall not be involved in transporting the cooked food from AIIMS, BBSR premises to any other organizations/ places**.

iii. The Contractor should not transfer the management to any other individual or agency. The manager of the Canteen should be present at the premises and supervise the day-to-day affairs of the Canteen and shall not give scope for any complaints whatsoever. However, the canteen committee will regularly inspect the canteen premises and any deficiencies asdetected by them should be addressed immediately, failing which penalty will be imposed upon the contractor.

iv. The Executive Director, AIIMS Bhubaneswar (Odisha, India) has the full and exclusive right to accept or reject, any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar service at any time before the award of the contract without assigning any reasons thereof. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

v. The Contractor will use Electronic Billing Machine for Token system to be displayed and usedon daily basis. Electronic payment facility and cash facility to be used by the Contractor for easy payments by the users.

vi. The contractor shall employ skilled and experienced persons in running the canteen. No childlabour will be employed by the Contractor in the canteen and the Institute shall be at libertyto object to and require the Contractor to remove from canteen any person employed by contractor in running the canteen who in the opinion of the Institute is unbecoming of beingemployed in the canteen. Such persons shall not again be employed in the canteen without the specific permission of the Canteen Committee.

41.0 PAYMENT DETAILS:

The payment for food served during the contract period shall be directly collected by the vender from the beneficiaries. Credit if any allowed to anyone will be the sole responsibility of the vendor. AIIMS, Bhubaneswar is no way shall be held responsible for any credit transactions**.**

42.0 COMPLIANCE OF STATUTORY LIABILITIES:

i. **The Caterer has to pay a rent per Square meter of utilized area as per Govt. of India norms. The caterer will have to deposit the Electricity and Water charges as per actual unit consumption. The electricity and water charges have to bedeposited positively on monthly basis without fail.** Otherwise penalty of 10% penalty over the dues pending shall be imposed per month and after 03 consecutive months of default, the decision of the competent authority shall be final and binding on the vendor.

ii. The contractor shall ensure that wages paid to his employees confirm to the provisions of the Minimum Wages Act and other social security like EPF, ESIC etc. The Contractor shall also ensure adequate rest and working hours as per norms etc. to all his employees.

iii. The contractor shall be totally responsible for all statutory liabilities including those relating to Weights and Measures and Prevention of Food Adulteration.

43.0 SETTLEMENT OF DISPUTE:

All disputes related to canteen lease, rent, electric bill, management, maintaining hygiene and abiding rules and regulation as per the Govt. of India guidelines by the AIIMS authorities. If amicable settlement fails and as required, an Arbitrator shall be appointed on mutual consent within the Institute byauthorities of AIIMS, Bhubaneswar. Any legal dispute if so arise shall be subject to jurisdiction of courts in Bhubaneswar only.

All India Institute of Medical Sciences, Bhubaneswar

Food Safety Checklist

Place:_____ **Date:**_____

SN	Criteria	Satisfactory		Further actions to be taken
		Yes	No	
A	**Cleanliness of Floors, Walls and Ceilings**			
A-1	Is the main cooking area clean?			
A-2	Is the food preparation area clean?			
A-3	Is the washing and peeling area clean?			
A-4	Is the dining area clean?			
A-5	Is the washing area clean?			
A-6	Are the dry and wet store areas clean?			
A-7	Are toilets and restrooms clean?			
A-8	Are the walls, fans, and lights clean?			
B	**Cleanliness of equipment, work counters, sinks, food trolleys, and utensils**			
B-1	Are all tables and food display counters clean?			
B-2	Are gas burners (chula), chimneys, exhaust fans, mixer grinders, microwave ovens, coffee and tea machines, etc., clean?			
B-3	Are the freezers and fridge clean?			
B-4	Are all sinks clean?			
B-5	Are all dishes, pots, knives, and utensils clean?			
B-6	Are all the dishcloths and dusting cloths clean?			
C	**Personal hygiene of food handlers**			
C-1	Are the food handlers' uniforms/clothes clean?			
C-2	Are they using a head cover, an apron, and non-slippery footwear while handling the food?			
C-3	Are they using gloves during the handling of ready-to-eat foods?			
C-4	Are their hair, nails, and beard short?			
C-5	Is there any SOP for hand-washing?			
C-6	Are they smoking cigarettes/bidis and using alcohol/drugs?			
C-7	Are they vaccinated according to FASSI guidelines?			

D	**Food Storage**			
D-1	Are the ready-to-use foods appropriately stored?			
D-2	Are the foods in the fridge/freezers appropriately stored?			
D-3	Are all freezers and fridges working properly and defrosting regularly?			
D-4	Are dried and wet goods appropriately stored?			
D-5	Is the FIFO principle followed?			
E	**Food handling practices**			
E-1	Is the wrapping and serving of ready-to-eat foods done with food-grade materials?			
E-2	Are ready-to-eat foods prepared and stored in separate clean areas?			
E-3	Are the service utensils for veg and non-veg items separate?			
F	**Pest control**			
F-1	Are the premises pest-proofed and free from any signs of pests?			
F-2	Are windows and doors fitted with fly screens?			
F-3	Was a fly killer installed in the premises or not?			
F-4	Is food property protected from the risk of contamination by pests?			
G	**Food quality**			
G-1	Are all the ready-to-eat packaged foods labeled with FASSI and within expiry date?			
G-2	Are the colors, consistency, taste, texture, and aroma of all ready-to-eat cooked foods, such as samosas, patties, breakfast, lunch, and snack items, good?			
H	**Waste management**			
H-1	Is the leftover food appropriately managed?			
H-2	Are there sufficient waste bins in the premises?			
I	**Miscellaneous**			
I-1	Does the vendor have a valid food service license?			
I-2	Are the food menu and prices for different foods available and displayed?			
I-3	Is the feedback drop box or register available?			
	Total score out of 40	**=**	**/40**	**Percentage of score=**

Score card:

91-100 % Score	**Very Good**
81-90 % Score	**Good**
71-80 % score	**Average**
61-70 %score	**Poor**
51- 60 % score	**Very Poor**

(Signature of Dietician) (Signature of Dietician) (Signature of Faculty In-Charge)

SECTION -'E'

Name of the e-Tender: PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01)

MANDATORY DOCUMENTS TO BE SUBMITTED BY THE BIDDERS (e-Tender) HARD COPIES IN TENDER BOX

e-Tender No: STORE- 118/2/2026-STPUR SEC/*14* Dated……..

Bid Covering Letter

(Should be submitted on Letter head of the bidding firm which should contain complete address, phone no. e-mail id. etc)
Reference No.

To
The Executive Director,
AIIMS Bhubaneswar,

Sir / Madam,

Having examined the abovementioned Tender Document, I/we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid for the supply of *Service* in conformity with the said Tender Documents.

We declare that we are a Proprietorship/ Partnership firm/ Limited Liability Partnership/ Private Limited/ Public Limited Company/ Company Limited by shares. The registration copy to that effect is submitted.

We hereby certify that We / our Principals M/s…… are proven, established, and reputed service providers with factories/organizations at …… which are fitted with modern Service and where the production methods and quality control are maintained.

We further declare that we have fully trained technical staff for commissioning of the Service and efficient after sales services. The Name, Address, Phone No., e-mail id of Service Centre at Bhubaneswar or nearby is as under:

Name: _____, address: _____, Phone No. _____

We comply with all the eligibility criteria stipulated in this Tender Document.

We offer to supply the subject services of requisite quality and within Delivery Schedules in conformity with the Tender Document.

We have submitted the Bid Security Declaration (BSD, in lieu of Bid Security) in stipulated format and other documents as required under this bid.

Signature of the bidder with seal

Annexure-I

Name of the e-Tender PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01)
e-Tender No: STORE- 118/2/2026-STPUR SEC/14 Dated……

MANDATORY DOCUMENTS TO BE SUBMITTED BY THE BIDDERS (e-Tender) HARD COPY IN TENDER BOX

UNDERTAKING

(To be executed on Rs.10/-Non-judicial Stamp Paper duly attested by Public Notary)

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

To
The Executive Director,
AIIMS Bhubaneswar,

Sir / Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR, ODISHA-751019 to supply the approved awarded Service in the approved prices to AIIMS Bhubaneswar.
3. The Service shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Executive Director, AIIMS Bhubaneswar, India (herein after called the said officer) as regard to the quality and kind of articles shall be final and binding on me/us.
4. I/We hereby undertake to supply the Service during the validity of tender as per directions given in supply order for the stipulated period positively.
5. I/We undertake that the items supplied are as per Brand/Make/ Model /Catalogue/technical literature description.
6. If I/We fail to supply the Service in stipulated period, necessary action can be taken by the Executive Director, AIIMS Bhubaneswar who has full power to compound or forfeit the Bid Security/ Security deposit.
7. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
8. Performance security of 5% of the cost of the supply value shall be deposited by me/us in the form of FDR/ Irrevocable Bank Guarantee in favour of All India Institute of Medical Sciences, Bhubaneswar on award of the contract from a Nationalised / Commercial Bank

and shall remain in the custody of the Executive Director, AIIMS BBSR till the validity of the warranty period plus two month (i.e. valid for 26 months from date of date of delivery).

9.I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.

10.I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Government of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Service at the prices and rates not exceeding those mentioned in the Financial Bid.

11.I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.

12. As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance , Dept of Expenditure dated **23 Jan 20**, **2024** DO No.214/CEO-GeM/2020 dated 10.11.2020 regarding procurement of goods/ services outside GeM, bidders are required to submit documents in support of their registration with GeM i.e., Unique GeM Seller Id. with their bid. We have submitted GeM Seller Id. with the bid / we hereby to submit an undertake that GeM seller Id. will be provided at the time of award of contract positively failing which the contract may be treated as null & void and will be dealt suitably (tick appropriate line).

I/we undertake that "**the Service in tender will be boarded on GeM as and when the item or service gets listed on GeM**" as a registered supplier in GeM.

13. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Executive Director, All India Institute of Medical Sciences, Bhubaneswar (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder
With seal of firm
(Name of Bidder)

Place ……

Date……

Annexure –II

Name of the e-Tender PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01)

e-Tender No: STORE- 118/2/2026-STPUR SEC/*14* Dated……

MANDATORY DOCUMENTS TO BE SUBMITTED BY THE BIDDERS (e-Tender) HARD COPY IN TENDER BOX

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.10/-Non-judicial Stamp Paper duly attested by Public Notary)

I…….S/o……...…….....
Resident of .....
.....
do solemnly pledge and affirm that,

1. I am the Proprietor/Partner/Director /authorized signatory of M/s. .....
2. No police case and/or case by CBI/FEMA/Income Tax/ Sales Tax authorities are pending against the Proprietor / Partner /Director of the firm/ company (Agency) and also against the firm/ company.
(Indicate any convictions if any against the above persons or Firm/ Company.)
3. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted/ debarred/ banned by any Government authority/ organisation within last three years.
4. The firm/company has not been declared insolvent, bankrupt, not in receivership, or being wound up, not have its affairs administered by a court or a judicial officer.
5. To our best of knowledge and belief, none of the Proprietor/Partner/Director of the firm/ company is the near relations of executives of Procuring Entity involved in this Tender Process.
6 I/We have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past.

Signature

(Name)

Seal of the participating Bidder Company

Affirmation/Verification
By Notary Public

Annexure –III

e-Tender No: STORE- 118/2/2026-STPUR SEC/14 Dated……

CERTIFICATES REGARDING LICENSE

(*The Bidder shall require to fill in this form in accordance with the instructions indicated. This covering letter of should be notarized by the service provider*.)

Date : ***Insert date (as day, month and year***) of Bid Submission
Tender No. : (***Insert number from Invitation for Bids.)***

To
The Executive Director
AIIMS Bhubaneswar
Sijua, Odisha, India

WHEREAS
We (***Insert Complete name of Service provider***, who is participating in the bid is hereby attaching the notarized letter mentioning that

" All these certificates GST with HSN Code, PAN, Trade License, Labour License, PF, ESIC, FSSAI Food license, BIS, ISO and any other related certificates are to be certified that all are genuine in nature and valid till completion of the tender period and also supplied by Govt. registered authorities."

Signed : (***insert signature of authorised representative of the manufacturer***)

Name : (***insert complete name of authorised representative of the manufacturer***)

Duly authorised to sign this authorisation of behalf of: (**insert complete name of manufacturer**)

Date on _____ day of _____, _____
(insert date of signing)

Annexure - IV

Name of the e-Tender PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01)

e-Tender No: STORE- 118/2/2026-STPUR SEC/14 Dated……

MANDATORY DOCUMENTS TO BE SUBMITTED BY THE BIDDERS (e-Tender) HARD COPY IN TENDER BOX

Deviation/suggestion Statement Form need to be submitted as representation on or before Last date of submitting representation to the designated e-mail addresses.

Deviation/Suggestion Statement Form

1. The following are the particulars of deviations from the requirements of the tender Specifications.

Specification/Tender Clause	Deviations/suggested change in Tender Clause	Remarks (including Justification)

Place:

Date:

Signature and seal of the

Manufacturer/Bidder

IMPORTANT INSTRUCTION TO THE PARTICIPATING BIDDERS:

1. **Decision on Grievance/ Representation if any will be undertaken by AIIMS Bhubaneswar and final corrigendum/addendum if required will be issued prior to the Closing date of Tender.**

2. **No deviation on the specification after the issue of final Corrigendum/Addendum will be accepted during Technical evaluation or will be considered during the course of Contract.**

3. **All the bidders are hereby sensitized to participate in the Pre-bid sincerely and put up any deviation or representation they found in the specification to avoid any ambiguity or query during the tendering process.**

4. Participation of bidder in Pre-bid meeting is mandatory for discussing Technical issues with the Indenting Officer. So that Grievance/ representations if any, can be resolved immediately.

Annexure – V

Name of the e-Tender PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01)

e-Tender No: STORE- 118/2/2026-STPUR SEC/*14* Dated……

Performance Statement Form

Name of the Firm .....

Sl No.	Order placed by (Full address of Purchaser)	Order No. & date	Value of order Service	Have the items been served & commissioned satisfactorily (Yes/No)	Performance certificate from the Organization

Signature and seal of the manufacturer / Bidder .....
Place :
Date :

Note : Documents to be attached in support of the above (i.e., recent PO copies for supply of similar Service to other AIIMs/ INI/ PSU)**.**

Annexure – VI

Name of the e-Tender PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01)

e-Tender No: STORE- 118/2/2026-STPUR SEC/14 Dated……

Mandatory Document is to be submitted along with other mandatory documents in a notarized copy

NO RELATION CERTIFICATE

I..... son /daughter of …….....
resident of ..... hereby certify that none of my relative (s) is / are employed in AIIMS, Bhubaneswar and to the best of my knowledge and belief is/are not directly or indirectly associated with the tendering process for providing Canteen Services to the AIIMS, Bhubaneswar, vide Tender No: _____.

In case at any stage, it is found that the information given by me is false / incorrect, AIIMS, Bhubaneswar shall have the absolute right to take any action as deemed fit / without any prior intimation to me which may also involve termination of my/ our contract and forfeiture of EMD/PSD.

Signed.....

For and on behalf of the Bidder

Name .....

Designation .....

Date.....

Annexure – VII

FINANCIAL BID

Name of the e-Tender PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01).

e-Tender No: STORE- 118/2/2026-STPUR SEC/14 Dated……

FINANCIAL BID

SL NO	NAME OF THE SERVICE	Total Utilization Area in Square meter	Rent Per Sqm/Month (in Rupee)	GST Percentage	Monthly Rental (MRP Fixed) (D+E)
A	B	C	D	E	F
1	PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01)	771.7			

(i) Minimum reserve price is Rs.298/- per square meter (i.e Total Rs.2,29,966/- per month). However, the bidder who quotes highest bid amount will be declared winner as per the (H-1) concept and will be awarded accordingly.

(ii) GST will be quoted as applicable.

(iii) **Electricity Consumption**: Payment for electricity shall be processed monthly without fail, based on actual meter reading.

(iv) **Water Consumption:** Monthly remittance of water charges is mandatory and must be executed in compliance with the CPWD manual.

(v) The Rental charges will be transferred digitally to AIIMS Bhubaneswar account between the 2nd and 5th of every month. The Superintending Engineer and Central Store will be notified accordingly regarding the payment details without fail; otherwise penalty of Rs.500 will be charged per day, for the delay.

(vi) I/We have gone through the Terms & Conditions as stipulated in the tender enquiry document and confirm to accept and abide by the same.

(vii) That I/We undertake that the information given in this tender are true and correct in all respect.

(viii) Bidders are to ensure that HSN Code related to the product category is registered in GST.

Signature of the bidder with seal

Name of the e-Tender PG Mess services with Cafeteria and Shop for Dining Hall-01(DH-01)

e-Tender No: STORE- 118/2/2026-STPUR SEC/14 Dated……

Form of Performance Guarantee / Bank Guarantee Bond

In consideration of the Executive Director of All India Institute of Medical Sciences Bhubaneswar (hereinafter called "AIIMS Bhubaneswar") having offered to accept the terms and conditions of the proposed agreement between AIIMS Bhubaneswar and ……..…… (hereinafter called "the said Vendor(s)") for the supply of …… (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. ……. (Rupees …… only) as a bid security/performance guarantee from the vendor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement with reference to tender No.....

1. We, ……. (hereinafter referred to as "the Bank") hereby undertake to pay to the AIIMS Bhubaneswar an amount not exceeding Rs. …….. (Rupees……. Only) on demand by the AIIMS Bhubaneswar.

2. We, ……..(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the AIIMS Bhubaneswar stating that the amount claimed as required to meet the recoveries due or likely to be due from the said vendor(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 shall be restricted to an amount not exceeding Rs. …….. (Rupees …….only)

3. We, the said bank further undertake to pay the AIIMS Bhubaneswar any money so demanded notwithstanding any dispute or disputes raised by the vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the vendor(s) shall have no claim against us for making such payment.

4. We, ……. (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AIIMS Bhubaneswar under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Executive Director AIIMS Bhubaneswar on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Vendor(s) and accordingly discharges this guarantee.

5. We, ……. (indicate the name of the Bank) further agree with the AIIMS Bhubaneswar that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said vendor(s) and to forbear 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 Vendor(s) or for any forbearance, act of omission on the part of the AIIMS Bhubaneswar or any indulgence by the AIIMS Bhubaneswar to the said

Vendor(s) or by any such matter or thing whatsoever 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 Vendor(s).

7. We, …….. (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AIIMS Bhubaneswar in writing.

8. This guarantee shall be valid up to ……unless extended on demand by the AIIMS Bhubaneswar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. …… (Rupees ……..) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ……..day of ……for…….(indicate the name of the Bank)

(Name, designation and code No. of the Bank Officer(s) signing the guarantee)

(Address & other details of the Controlling Officer of the branch of the bank issuing the BG)

Contract Form
(To be made on Rs 100.00 Non-Judicial Stamp/E Stamp Paper)

Format of Contract Agreement for Name of the e-Tender PG Canteen Service at Dining Hall-01 (DH-01) at AIIMS, Bhubaneswar.

e-Tender No: STORE- 118/2/2026-STPUR SEC*/14* Dated……

This agreement is made at Bhubaneswar on the_____day_____month of Two Thousand Twenty-Six between **All India Institute of Medical Sciences (AIIMS) Bhubaneswar, Sijua, Dumuduma, Bhubaneswar-751019 (Odisha)** (hereinafter called **'Client'** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Party.**

BETWEEN

M/s._____, having its registered office at _____(hereinafter called the **'Vendor'** which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Party**.

WHEREAS the **'Client'** is desirous to engage the **'Vendor'** for supplying of (**Service Name)** on e-Tender basis at AIIMS Bhubaneswar for which the **'Vendor'** has accepted the terms and conditions as per the Tender document for execution and completion of supply, assembling & Fixing of Lab Furniture as well as guarantee of trouble-free use of such Lab Furniture and rectification of defects therein.

Terms & Conditions of the Contract Agreement:

1. **Period of Contract Agreement:** The contract shall be for a period of 01 year from the date of satisfactory supply of the Service.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (a) Notice Inviting E-Tender, Instruction to Bidders (ITB).
   (b) General Conditions of Contract (GCC).
   (c) Special Condition of Contract.
   (d) Technical Specification
   (e) Technical and Financial Bid
   (f) Clarifications of Pre Bid queries and amendment/ corrigendum published before bid opening.
   (g) Amendment/corrigendum on technical specifications.
   (h) All the correspondence till award of contract i.e. Notification/Letter of Award.
   (i) Supply/Purchase Order placed to the vendor
   (j) Payment Terms: as per Terms & Conditions of the Tender Document
   (k) Uptime Guarantee & Downtime Penalty Clause: as per Terms & Conditions of the Tender Document.
3. AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item supplied or person deployed by the vendor in the course of their performing the duties in

connection with purchase order/supply order.

4. **Fall Clause:** If at any time during the Contract period, the Service Provider/Manufacturer/Distributor/Dealer reduces sale price or sells or offers to sell such services/stores, as are covered under the contract to any person/Organisation including the purchaser or any Department of Central Government of any Department of AIIMS, Bhubaneswar Hospital/PSUs at a price lower than the price chargeable under the contract. The benefit of such price reduction would be passed on to AIIMS, Bhubaneswar by the Agency, If any such price reduction in case for any of above approved item come to the notice of AIIMS Bhubaneswar, the Vendor is liable to pass on correspondingly reduction of price to AIIMS, Bhubaneswar and deposit such reduction price difference to AIIMS Bhubaneswar, in case of supplied items from the date of coming in to force of such reduction or AIIMS Bhubaneswar will deduct the such difference amount from the pending bills/ Performance Security Deposit to recover the loss to the Government.

5. The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/withdraw any of the terms and conditions mentioned in the Contract, in doing so if it is in the interest of the AIIMS Bhubaneswar. If at any time during the period of this contract, the client feels that performance of this contract is not beneficial to it, the Executive Director, AIIMS, Bhubaneswar reserves the right to terminate this contract without assigning any reasons.

6. **Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikes, lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by the second party to the client within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contact nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive. Further, if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, BBSR shall be at liberty to terminate the contract.

7. Any complementary scheme offered by the Service provider shall be provided to the AIIMS Bhubaneswar with no additional cost.

8. **Performance Security:** The OEM/ Vendor have to furnish Performance Security of Rs. …… (Rupees ……...) ***(Performance Security Amount as per Purchase Order)*** in shape of FDR/ Irrevocable Bank Guarantee in the name of All India Institute of Medical Sciences, Bhubaneswar. The Performance Security should be kept valid for 26 months i.e. Two Year + Two months after completion of obligations under the contract.

9. **Insolvency etc.:** In the event of the OEM/Vendor being adjudged insolvent or having a receiver appointed for it by a court or any other 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, Bhubaneswar shall have the power to terminate the contract without any prior notice.

10. **Right to call upon information regarding status of contract:** The AIIMS, BBSR will have the right to call upon information regarding status of contract at any point of time.

11. **Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Bhubaneswar, Odisha and all obligations here under shall be deemed to be located at Bhubaneswar, Odisha and Court within Bhubaneswar, Odisha will have Jurisdiction to the exclusion of other courts.

12. **Obligation of the Vendor**: The Vendor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The vendor shall keep AIIMS Bhubaneswar fully indemnified against liability of tax, interest, penalty if any imposed by any

13. statutory authority of this contract and paid on behalf of the vendor.

14. In addition to above, all other terms and conditions express and implied and essential for execution of this agreement as per Tender enquiry document will form part of this agreement.

THIS AGREEMENT will take effect from _____ Day _____ Month of _____ Two Thousand _____ and shall be valid for one Year.
IN WITNESS WHERE OF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhubaneswar in the presence of the witness:

For and on behalf of the **'Vendor /Agency /Authorized Dealer'**		For and on behalf of the **'Executive Director, AIIMS, Bhubaneswar'**
Signature of the Authorized Official		Signature of the Authorized Officer
Name of the Official		Name of the Officer
Seal of the **'OEM/Vendor'**		Seal of the **Authorized Officer**
Signed, sealed and delivered by the said official of Vendor in presence of		Signed, sealed and delivered by the said officer in presence of
Witness: _____ Name: _____ Address: _____ _____ _ _____ _		Witness: _____ Name: _____ Address: _____ _____ _ _____ _

INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

General: Bidder to follow all necessary instructions/guidelines available in Home page of Central Public Procurement Portal to register and to participate in the Tender.

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002
0120-4001 005
0120-6277 787

Email Support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical: **support-eproc(at)nic(dot)in**

Policy Related: **cppp-doe(at)nic(dot)in**

SECTION -'H'

INTEGRITY PACT

(As per Central Vigilance Commission of India Letter No- 025/VGL/067/74733 Dated-10-10-25

1. To improve transparency and fairness in tendering process and/or during execution of Tender undertaken, the Purchaser is to implement a transparency pact.

2. The Pre-Contract Integrity Pact, signed by all the prospective Bidders and the Purchaser shall commit the persons/ officials of both the parties, not to exercise any corrupt / fraudulent / collusive / coercive practices in the tendering process and also during implementation of the contract. Only those Bidders who have entered into Integrity Pact with the Purchaser shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (Appendix) provided in the tender is a basic qualifying requirement.

3. Pre-contract Integrity Pact is to be executed on plain paper with AIIMS Bhubaneswar at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to issue of Supply Order.

4. To oversee the compliance under the Integrity pact, ***Shri Santanu Mukherjee***, Ex-MD SBH has been appointed as Independent External Monitor (IEM) by the CVC for the Buyer. The contact address of IEM is as under:

Shri Santanu Mukherjee,
Flat No-303, E-Tower, My Home
ABHRA Opp. Inorbit Mall, Madhapur
Hyderabad, Telengana-500032
***email ID** : santanu96@gmail.com*

Appendix- 'I'

(Format of Integrity Pact)
PRE CONTRACT INTEGRITY PACT

Between

AIIMS Bhubaneswar under Ministry of Health & Family Welfare, Govt. of India hereinafter referred to as " The Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part.**

And

M/s _____ , a company/ firm/ individual (status of the company) and having its registered office at represented by Shri __ , hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Buyer proposes to procure under laid down organizational procedures, contract/s for ---------- (Name of the Tender/ goods/ services) and the Bidder/Contractor is willing to offer against NIT
No. ……..

WHEREAS the Bidder/Contractor is a private company / public company/Government undertaking/partnership/consortium/joint venture constituted in accordance with the relevant law in the matter and the Buyer is a Public Sector Enterprise.
NOW, THEREFORE,

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

(a) Enabling the Buyer to obtain the desired said (Tender/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Commitments of the Employee:

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

2. The Buyer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such

information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

3. All the officials of the Buyer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution: -

(a) The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

(b) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Buyer for showing or forbearing to show favor or dis-favor to any person in relation to the contract or any other contract with Buyer.

(c) The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

(d) The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any /all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract

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

(f) The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

(g) The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

(i) The Bidder(s)/Contractor(s) commit to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(j) The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

(k) If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

(l) The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

(m) The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

(n) The representative of the Bidders/Contractors signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

(o) In case of Sub-Contracting, the bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.

Previous Transgression

2. The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

Earnest Money (Security Deposit)

3. The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

Sanctions for Violations

4. Any breach of the aforesaid provisions, before award or during execution by the Bidder/Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question. shall entitle the Buyer to take action as per the procedure mentioned in

the "**Guidelines on Banning of Business Dealings**" attached as **Appendix to Integrity pact** and initiate all or any one of the following actions, wherever required: -

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

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Buyer resulting from such cancellation/rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

(iv) To encash the Bank guarantee, in order to recover the dues if any by the Buyer, along with interest as per the provision of contract.

(v) To debar the Bidder/Contractor from participating in future bidding processes of AIIMS Bhubaneswar, as per provisions of "Guidelines on Banning of Business Dealings" of AIIMS Bhubaneswar. (**Appendix to Integrity pact**), which may be further extended at the discretion of the Buyer.

(vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder/ Contractor, the same shall not be opened/operated.

(viii) Forfeiture of Performance Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

(x) The decision of the Buyer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Independent External Monitor(s)

5. The Buyer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact after approval by the Central Vigilance Commission.

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

(ii) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitor reports to Executive Director, AIIMS Bhubaneswar.

(iii) Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

(iv) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he / she will so inform Executive Director, AIIMS Bhubaneswar and request AIIMS Bhubaneswar to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(v) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Buyer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Executive Director, AIIMS Bhubaneswar and recuse himself / herself from that case.

(vi) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

(vii) The Monitor will submit a written report to the Executive Director, AIIMS Bhubaneswar, within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of Investigation

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

Law and Place of Jurisdiction

8. This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Buyer, i.e. Bhubaneswar (Odisha). The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

Other Legal Actions

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

10. Changes and supplements as well as termination notice need to be made in writing. If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

Validity

11. The validity of this Integrity Pact shall be from date of its signing and 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 business dealings.

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

13. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

14. In the event of any contradiction between Integrity Pact and its Appendix, the clause in the Integrity Pact will prevail.

For & On behalf of the Buyer	For & On behalf of the Bidder / Contractor
(Office Seal) Place---------- Date	(Office Seal) Place---------- Date
Witness1._____ (Name and address) 2._____ (Name and address)	Witness1._____ (Name and address) 2._____ (Name and address)

Appendix - 'II'

GUIDELINES ON BANNING OF BUSINESS DEALINGS

Introduction

1. AIIMS Bhubaneswar deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the Tender undertaken. It is not in the interest of AIIMS Bhubaneswar to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of Tender undertaken. AIIMS Bhubaneswar is committed for timely completion of the Projects within the awarded value without compromising on quality.

2. Since suspension/ banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

Scope

1. AIIMS Bhubaneswar reserves its rights to remove from list of approved suppliers / contractors (if such list exists) or to Suspend/Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.

2. The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

3. These guidelines shall apply to all the units of AIIMS Bhubaneswar.

4. The suspension/banning except suspension/banning under Integrity Pact shall be with prospective effect, i.e. future business dealings.

5. "Investigating Committee" shall mean a Committee appointed by Competent Authority to conduct investigation.

Initiation of Banning / Suspension

1. Action for Suspension / Banning Business Dealings with any Agency shall be initiated by the department responsible for invitation of Bids/Engineer-in-charge after noticing the irregularities or misconduct on the part of Agency concerned.

2. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

Suspension of Business Dealings

1. If the conduct of any Agency dealing with AIIMS Bhubaneswar is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency.

2. If the Competent Authority, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency.

3. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period.

4. However if the investigations are not completed within six months, the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings.

5. The order of suspension shall be effective throughout AIIMS Bhubaneswar in case of Tender falling in the Competency of Executive Director.

6. If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

7. It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

8. The format for intimation of suspension of business dealing is placed at **Appendix – III.**

Ground on which Banning of Business Dealings can be initiated

1. If the security consideration, including questions of loyalty of the Agency to AIIMS Bhubaneswar so warrants;

2. If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;

3. If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.

4. If the Agency uses intimidation / threatening or brings undue outside pressure on AIIMS Bhubaneswar or its official for acceptance / performances of the job under the contract;

5. If the Agency misuses the premises or facilities of AIIMS Bhubaneswar, forcefully occupies or damages the AIIMS Bhubaneswar's properties including land, water resources, forests / trees or tampers with documents/records etc.

6. If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.

7. If the Tender awarded to the agency has been terminated by AIIMS Bhubaneswar due to poor performance of the contract in the preceding 5 years.

8. If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under

investigation or improper conduct on agency's part in matters relating to the institute (AIIMS Bhubaneswar) or even otherwise;

9. On any other ground upon which business dealings with the Agency is not in the public interest.

10. If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to AIIMS Bhubaneswar or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

Procedure for Banning of Business Dealings

1. An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Purchase/Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be Executive Director and above members (as applicable) for Tenders falling in the competency of Executive Director.

2. The order of Banning of Business Dealings shall be effective throughout the AIIMS Bhubaneswar. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.

3. The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:

(a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.

(b) To recommend for issue of show-cause notice (after vetting by legal dept.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".

(c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

(d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for AIIMS BHUBANESWAR on account of the act/ omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

Show Cause Notice

1. Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' (as per format at **Appendix -IV** of these guidelines) shall be issued to the delinquent Agency by the Competent Authority or by a person authorized by the Competent Authority for the said purpose. The Agency shall be asked to submit the reply to the Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall necessarily be indicated in the Show Cause Notice.

2. The purpose of issuing the Show Cause Notice is only that the Agency concerned shall be given an opportunity to explain their stand before any action is taken. The grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the satisfaction of the authority that passed the final orders.

3. If the Agency requests for inspection of any relevant document in possession of AIIMS BHUBANESWAR, necessary facility for inspection of documents may be provided. During the conductance of oral hearing, only the regular duly authorized employees of Agency will be permitted to represent the Agency and no outsider shall be allowed to represent the Agency on its behalf.

4. Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Committee for obtaining final decision of the Competent Authority in the matter.

5. In case, no reply to Show Cause Notice is received from the Agency within stipulated time, further reminder shall be given with further period of 10 days thereafter if no reply is received action for processing ex-parte against the concerned Agency shall be initiated.

Speaking Order

1. The speaking order (reasoned order) for banning the business dealing with the Agency shall be issued by the Competent Authority or by a person authorized for the said purpose.

2. The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order.

3. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency. The format for intimation of banning of business dealing is placed at **Appendix– V.**

Period of banning

1. In case banning is processed for violation of provisions of Integrity pact or due to corrupt or fraudulent practices, the competent authority shall decide on the period of banning on case to case basis depending on the gravity of the case and considering the implications for AIIMS BHUBANESWAR on account of the act/ omission on the part of the Agency, intention of the Agency as established from the circumstances of the case etc. The period of banning shall not be less than 6 months and shall not exceed 2 years and in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

2. In case the information/documents submitted by Agency in competing for the tender found to be false/forged then AIIMS Bhubaneswar, without prejudice to any other rights or remedies it may possess, shall recover from Agency the cost incurred in carrying out physical assessment for establishing veracity of such information/documents. In case Agency refuses to reimburse such cost to AIIMS BHUBANESWAR then banning period of Agency shall be extended by another one year.

Effect of Banning:

1. As far as possible, the existing ongoing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise, keeping in view contractual and legal issues which may arise thereof. In case the existing Contracts are allowed to continue, the suspension/Banning of Business Dealing along with default of the Contractor shall be recorded in the experience certificate issued for the Tender.

2. The Agency, (after issue of the order of banning of business dealings) would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process as stand-alone OR constituent of joint venture and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected and tendering process shall be continued unless Competent Authority having regard to the circumstances of the case decides otherwise keeping in view the Contractual, Legal issues which may arise thereafter. However, in case the suspension /Banning is due to default of an Agency for the provisions under Integrity Pact and the Agency happens to be Lowest Bidder (L1), the tendering process shall be annulled and fresh tenders shall be invited.

3. During the Suspension/ Banning period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.

4. After Suspension/ Banning order, the Suspended/ Banned Agency shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

5. Further, if the Suspended/ Banned agency is an approved Sub-Vendor under any Contract for such Service/component/service, the Main Contractor shall not be permitted to place Tender order/Purchase order/Contract on the Suspended/ Banned agency as a Sub-Vendor /Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub- Vendor /Sub-Contractor earlier.

6. There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair Tenders on Agencies pertaining to the packages for which they have been banned provided the Service has been supplied by such Agency.

7. Banning of business dealing shall not be applicable to the Subsidiary Company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency. However, in case of a default by a Subcontractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

Hosting at AIIMS Bhubaneswar website

1. The concerned unit shall forward the name and details of the Agency (ies) banned along with period and reasons of banning to the _____ for displaying the same on the AIIMS Bhubaneswar website.

Appeals against the Decision of the Competent Authority

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within 30 (Thirty) Days from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal if convinced may constitute another committee for further investigation. The investigation committee constituted by the appellate Authority shall study the report of the previous investigating committee and replies submitted by the Agency while filing its case for appeal and call the agency for personal hearing, if requested by the agency. Based on the recommendation of the committee Appellate Authority shall pass appropriate Speaking (Reasoned) order in line with Sub-Para 7.5 above which shall be communicated to the Appellate Agency as well as the Competent Authority (as per format enclosed as **Appendix-VI** with these guidelines).

Circulation of the names of Agencies with whom Business Dealings have been banned

The name of the concerned banned agency shall also be shared with MOP and other PSU in the sector and all the units of AIIMS Bhubaneswar.

The provisions of this policy supersede and will have overriding effect on all earlier guidelines, procedures & system issued for the similar purpose.

Appendix – 'III'

FORMAT FOR INTIMATION OF SUSPENSION OF BUSINESS DEALING

BY REGD. POST/SPEED POST/COURIER

No. Date:

To M/s,,,,,,,,,

Attn.: Shri,,,,,..

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

1. Whereas the Tender of.....was awarded to your firm vide letter of award no .....,dt,.....amounting to Rs..... OR in response to AIIMS BHUBANESWAR NIT (e-tender / physical tender) no .....dt. ..... you have submitted your bid. (strike out whichever is not applicable)

2. Whereas the conduct of your firm in respect of the following is under investigation:

Brief of the default

"Whereas the Competent Authority prima facie considered the allegations (under investigation) are of a serious nature and decided pending investigation, it is not in the interest of the corporation to continue business dealing with your firm This order shall have the following effects:

(i) Further business dealings with your firm is Suspended within Region/Project/Unit of AIIMS Bhubaneswar. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of Suspension.

(ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

(iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.

(iv) In cases where tenders have already been issued to you and Price Bids have already been opened, the tendering process shall be continued

(v) In case of ongoing contracts between you & AIIMS BHUBANESWAR, (including cases were contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.

(vi) In case the Firm is in Joint Venture the following would also be applicable:

Participation of Agency in Joint Venture

1. Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Suspension of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding.

2. However, where event of Price Bid opening has not taken place prior to Suspension/Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

Banning of joint Venture:

1. As the Joint Venture is Banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been Banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been Banned in Past. In case if the Joint Venture which has been Banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the Banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

2. Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

3. Further if your firm is an approved Sub-vendor under any Contract for such Service/component/service, the Main Contractor shall not be permitted to place Tender order/Purchase order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor/Sub- Contractor earlier.

4. There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair Tenders on Agencies pertaining to the packages for which they have been banned provided the Service has been supplied by such Agency.

5. Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

6. On expiry of the above period of Suspension/Banning, you may approach, *(Indicate the concerned procurement department*), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Suspension.

ours faithfully,

For & On behalf of AIIMS
BHUBANESWAR

Appendix –IV

FORMAT OF SHOW CAUSE NOTICE

BY REGD. POST/SPEED POST/COURIER

Ref. No,,,,. Date,,,,.

To

M/s ,,,,,,,,,,.

,,,,,,,,,,..,,

Attn.: Shri ,,,,,,.....

Sub: Show Cause Notice

Ref :

Dear Sir,

You are hereby required to Show Cause in writing within 15 days from the date hereof why Business Dealing with your firm should not be banned / your firm is placed in the Banning List (as the case may be) and be debarred from entering into any contracts with AIIMS BHUBANESWAR for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply. In case you desire to present your case in person to AIIMS BHUBANESWAR, a personal hearing shall be conducted on…….at Hours for which prior intimation be furnished to this office. Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf of AIIMS BHUBANESWAR

Appendix – V

FORMAT FOR INTIMATION OF BANNING OF BUSINESS DEALING

BY REGD. POST/SPEED POST/COURIER

Ref. No…… Date,

To

M/s ,,,,,,,,

Attn.: Shri ,,,,,,.

Sub: Intimation of Banning of Business Dealings

Dear Sir,

1. Whereas the Tender of ,,,,. was awarded to your firm vide letter of award no ,dtd,.. amounting to ,,,,. OR In response to AIIMS BHUBANESWAR NIT (e-tender / physical tender) no ,,,dt. ..... you have submitted your bid.(strike whichever is not applicable).

2. Whereas the Competent Authority had prima facie considered the allegations as detailed below are of a serious nature and decided to conduct investigation.

"Brief of the Default may be mentioned"

3. Whereas show cause notice vide no , dtd,..was served upon you. (Whereas in spite of the opportunity given to you, you failed to submit the reply to the show cause notice within the time period mentioned there upon or further extended period, if any). Whereas you submitted the reply along with documents vide your letter no. .....dt. and presented your case in the personal hearing dated…….(if any). After considering the allegations made in the show cause notice, your reply to the show cause notice documents/documentary evidence in support thereof and personal hearing dated..(if any), it has been decided to Ban the Business Dealing with you and you are hereby debarred from entering into contracts with AIIMS Bhubaneswar.

4. In order to make the intimation of Banning of Business Dealing Speaking Order (reasoned order), the issue of a show cause notice and consideration of representation in reply to show cause notice, opportunity of personal hearing, if any, shall be communicated to the agency concerned along with a reasoned order. The order for banning should also contain the reasons with detailed justification for conclusion of decision to ban the agency. Also the fact that if no reply to the show cause notice was received or request for personal hearing was not made shall invariably be indicated in the communication to the agency. The above order shall mention the

grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent practice / or any unethical practice and / or violation of any provision of Tender / Contract condition having serious implications.)

This order shall have the following effects:

5. Further business dealings with your firm are banned with immediate effect. The order of Banning would operate for a period of ____years/month Competent Authority may extend the period of Banning.

6. During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry/ Bid/ Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

7. In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.

8. In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.

9. In case of ongoing contracts between you & AIIMS BHUBANESWAR, (including cases where contract has already been awarded before the issue of banning order) you will be required to continue with the execution and perform as per terms of the contract.

10. In case the Firm is in Joint Venture the following would also be applicable.

Participation of Agency in Joint Venture:

1. Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Banning of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding.

2. However, where event of price bid opening has not taken place prior to Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

Banning of joint Venture:

1. As the Joint Venture is banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past.

2. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

3. Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders. Further if your firm is an approved Sub-vendor under any Contract for such Service/component/service, the Main Contractor shall not be permitted to place Tender Order/Purchase Order/Contract on your agency as a Sub Vendor/Sub-Contractor after the date of Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

4. There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair Tenders on Agencies pertaining to the packages for which they have been banned provided the Service has been supplied by such Agency.

5. Banning of Business Dealing shall not be applicable to the Subsidiary company of the Banned Agency provided subsidiary company has not participated on the strength of the Banned Agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

6. On expiry of the above period of Banning, you may approach___ (Indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Banning.

7. Further if you desire to appeal against this order you may do so within 30 days from the date of issue of this order to the appellate authority as here under:

Authority:
Designation:

Yours faithfully,

Address
Ph No
e-mail
For on behalf of AIIMS Bhubaneswar

Appendix – VI

FORMAT FOR COMMUNICATION OF APPELLATE DECISION ON SUSPENSION/ BANNING ORDER

BY REGD. POST/SPEED POST/COURIER

Ref No,,,. Date,
To
M/s ,,,,,,,,,
Attn.: Shri ,,,,,,..

Sub: Suspension / Banning of Business Dealings - Intimation of decision of Appellate Authority Ref:

1. Order dated…….. Placing M/s ..... on Suspension/Banning List by AIIMS Bhubaneswar;
2. Your Appeal reference……. Dt……..

Dear Sir,

1. This has reference to the order dt,,, placing you on Suspension/Banning List and your appeal petition reference
…..... dt,. on the same.
2. After considering the findings of the Original Authority in order and submissions made by you in your appeal, and the documents/documentary evidences available on record, it has been decided finally that:
3. There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Suspension/ Banning for the period of, years/month from the date of order, as ordered by the original Authority is upheld,
4. Considering your submissions, the order of Suspension/Banning passed by the original authority is upheld, but with a reduction in period of Suspension/Banning for,,, years/months from the date of
order of original authority;
5. Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

*(*** Incorporate any one of the above as applicable)*

In order to make the Communication of Appellate Authority on Banning of Business Dealings speaking in Order (reasoned order), the fact that the representation of the agency has been considered and reference of grounds brought forward by the Agency his defence and if any opportunity of personal hearing has been given to the agency as apart of principle of natural justice shall invariably be mentioned in the communication. The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no sufficient ground has been furnished shall invariably be indicated in the final communication

to the agency. In case the option for banning of agency or reduction of time period for banning of agency is exercised then above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of banning

business dealings, default by the agency under fraudulent or any unethical practice and / or violation of any provision of Tender / Contract condition having serious implications.)

Yours faithfully,

Address, Ph No,e-mail
For on behalf of AIIMS Bhubaneswar

*******End of Tender Document******