Auction Notice

General Detail

Office/Zone	:	Ministry of Health and Family Welfare -Department of Health and Family Welfare -All India Institute of Medical Sciences (AIIMS)
Seller/Auctioneer Name	:	Anudeep P P-Auctioneer
Reference No.	:	B-3 DINING SPACE AT ADMINISTRATIVE BLOCK
Category	:	Others
Auction Brief	:	PROVIDING AND OPERATING B-3 DINING SPACE AT ADMINISTRATIVE BLOCK, AIIMS BILASPUR
Auction Detail	:	**PROVIDING AND OPERATING B-3 DINING SPACE AT ADMINISTRATIVE BLOCK, AIIMS BILASPUR**

Project Location - Pin Code :

#	Pin Code	City	District	State
1	174001	Bilaspur	Bilaspur (Hp)	HIMACHAL PRADESH

Bid Submission Rule

Bidding Access	:	Open	**Item wise Time**	:	No
Reserve Price	:	Applicable	**Set PQ Validation**	:	Yes
PQ Submission Start Date and Time	:	02/11/2026 16:30	**PQ Submission End Date and Time**	:	17/11/2026 12:00
PQ Assessment End Date and Time	:	25/11/2026 09:00			

EMD/Post Event Deposit

Allow EMD	: Yes	**EMD Mode**	: Offline
EMD	: 60000.00	**EMD Payment Start Date}**	: 25/11/2026 10:00
EMD Payment End Date	: 28/11/2026 12:00		

Auction Timing rule

Auction Start Date & Time	: 30/11/2026 09:00	**Auction End Date & Time**	: 01/12/2026 14:00
Auto Extension	: Applicable	**Auto Extension Mode**	: Limited
Bidding Template	: Others		

Business Rules

Auction Start Date & Time	Auction End Date & Time	Extend Time When Valid Bid Received in Last(In Minutes)	Extend Time By (In Minutes)	No. of Extension
30/11/2026 09:00	01/12/2026 14:00	10	10	10

Sr.No.	Sublet/Lease Property Name	Opening Price (Rs)	Increment Price (Rs)
1	PROVIDING AND OPERATING B-3 DINING SPACE AT ADMINISTRATIVE BLOCK, AIIMS BILASPUR	50,000.00	1,000.00

Download Document

Auction Document(s) : Download

TENDER-CUM-FORWARD AUCTION DOCUMENT

PROVIDING AND OPERATING B-3 DINING SPACE AT ADMINISTRATIVE BLOCK, AIIMS BILASPUR

Through GeM Forward Auction

1. Tender Particulars

Premises	B-3 Dining Space, Administrative Block, AIIMS Bilaspur
Approximate area	156.97 sq. metres
Basic/Reserve monthly licence fee	₹50,000.00 per month
Contract period	Two years initially; extendable annually up to a maximum of three years, subject to satisfactory performance and approval of Competent Authority
Procurement mode	GeM Forward Auction after technical qualification
Auction parameter	Monthly licence fee/rent payable to AIIMS
Consumer price parameter	Maximum prices prescribed by AIIMS in Annexure-IX; bidder may charge less

2. General Conditions

This tender shall be governed by the applicable provisions of the General Financial Rules, 2017 as amended, applicable Department of Expenditure procurement instructions, GeM General Terms and Conditions/Forward Auction terms applicable on the date of the auction, applicable food-safety, tax, labour, environmental and local laws, and the conditions stated in this document. In case of inconsistency, the applicable statutory provision and the prevailing mandatory GeM terms shall prevail to the extent of the inconsistency.

Bidding shall be conducted only through the GeM Portal. The tender shall have two stages: (i) technical evaluation by AIIMS and (ii) GeM Forward Auction among technically qualified bidders. No financial quotation outside the GeM Forward Auction shall be considered.

AIIMS shall not be bound to accept any bid where the bidder is non-responsive, technically ineligible or where acceptance is not in the Institute's financial or administrative interest. However, any decision to reject all bids or not proceed with award shall be taken by the competent Authority in accordance with applicable rules and recorded reasons on the file. No clause shall be construed as excluding judicial review available under law.

Prospective bidders may inspect the premises on working days between 11:00 A.M. to 04:00 P.M. with prior appointment on email: services@aiimsbilaspur.edu.in The bidder shall be deemed to have satisfied itself regarding access, condition, utilities, footfall, operating constraints and other site conditions before participating in the auction.

No conditional bid or qualification inconsistent with the tender/GeM terms shall be accepted.

3. Security and Financial Obligations

3.1 **Bid Security/EMD:** Any Bid Security/EMD required for the GeM Forward Auction shall be furnished only in the form, amount and manner prescribed in the GeM event and applicable Govt./GeM rules. No additional mode or amount shall be prescribed in this tender unless specifically stated in the GeM event.

3.2 **Performance Security:** The successful bidder shall furnish Performance Security at **5%** of the annualised licence fee/rent or such other amount as may be specified in the GeM event in accordance with applicable Government instructions. It shall remain valid for the contract period and for the additional claim period prescribed in the tender/GeM terms.

3.3 **Licence Fee/Rent:** The successful bidder shall pay the monthly licence fee/rent equal to the highest valid and responsive bid accepted through the GeM Forward Auction. Payment shall be made by the due date specified in the GeM contract/award. Where no date is specified, it shall be paid by the 7th day of the succeeding month.

3.4 **Electricity and water:** Charges shall be payable on actual consumption, wherever separately metered. The bidder shall install/maintain sub-meters at its own cost where required by AIIMS.

3.5 **Advance rent:** The successful bidder will have to deposit 03 (Three) months advance rent in the form of FDR duly pledged in the name of Executive Director, AIIMS-Bilaspur. Any future liability arising on account of fulfilment of agreement terms and conditions or damages etc. shall be recoverable form the advance rent so deposited. This advance rent amount shall be in addition to Performance security prescribed under clause 3.2 of this document.

4. Technical Eligibility

The bidder shall submit complete, valid and verifiable documents. Eligibility shall be assessed only against the criteria stated below and the corresponding GeM conditions.

4.1 Experience in Operation and Management of Restaurant/Cafeteria Facilities

The bidder shall possess adequate experience and demonstrated capability in the successful operation and management of restaurants, cafeterias or food courts ensuring satisfactory standards of food quality, hygiene, service delivery and statutory compliance.

For establishing eligibility, the bidder shall fulfil the following criteria: -

(i) Minimum Experience: - The bidder must have successfully operated and managed at least three (03) restaurant/cafeteria outlets, either individually or under common ownership, brand or management, at any time during the preceding five (05) years, reckoned from the date of publication of the Notice Inviting Tender (NIT).

(ii) Nature of Similar Experience: - For the purpose of this clause, a similar outlet shall mean an established restaurant, cafeteria or food court engaged in the regular preparation and/or sale of food and beverages to customers, employees, students, patients, visitors or other defined clientele, whether operated in the public or private sector.

(iii) Operational Requirement: - The bidder shall demonstrate that at least three (03) such outlets have been successfully operated during the prescribed five-year period. The outlets need not necessarily be operational on the date of submission of the bid, provided satisfactory evidence of their actual operation during the relevant period is furnished.

(iv) Documentary Evidence: - The bidder shall submit objectively verifiable documentary evidence establishing the ownership, operation or management of the claimed outlets, including relevant documents such as: -

a) Work orders, concession agreements, lease agreements or operating contracts;

b) Valid or historical FSSAI licences/registrations identifying the establishments;

c) GST registration records, invoices or other relevant financial records;

d) Certificates issued by institutional clients, landlords, franchisors or other competent authorities confirming satisfactory operation;

e) Any other authentic and independently verifiable documentary evidence demonstrating actual operation and management of the claimed establishments.

Mere possession of a trade licence, FSSAI registration or GST registration, without supporting evidence of actual operation, shall not by itself be treated as sufficient proof of experience.

(v) Attribution of Experience: - Experience claimed under common ownership, brand, franchise or management shall be considered only where the bidder establishes, through documentary evidence, its direct responsibility for operating or managing the concerned outlets. Mere association with a brand, without demonstrable operational responsibility, shall not qualify as eligible experience.

(vi) Verification: - AIIMS Bilaspur reserves the right to verify the authenticity of the documents and experience claimed by the bidder from the issuing authorities, clients or other reliable sources. Any material misrepresentation or submission of false documents shall render the bid liable for rejection, without prejudice to other action permissible under the applicable rules and tender conditions.

(vii) Uniform Application: - The above eligibility criteria shall be applied uniformly and transparently to all participating bidders without discrimination between government, institutional and private-sector experience, subject to fulfilment of the prescribed requirements.

4.2 Statutory and Financial Requirements

- Valid PAN and GST registration, wherever legally applicable.
- Valid FSSAI licence/registration appropriate to the food business and compliance with all FSSAI requirements before commencement of service.
- Valid Shop and Establishment/other local registration, where applicable.
- Average annual turnover of at least ₹100.00 lacs during the last three financial years for which accounts are available, supported by audited financial statements or CA-certified turnover certificate. Any relaxation mandated by applicable Government/GeM policy for eligible entities shall be applied where applicable.
- Undertaking that the bidder is not presently debarred/suspended/banned/ineligible by a competent Government authority from participating in procurement, subject to disclosure of any existing proceedings or restrictions.
- Details of material litigation/arbitration, if any, in the prescribed format.
- Integrity Pact shall be furnished as per attached annexure on ₹50 Non-Judicial Stamp Paper.

5. Technical Evaluation and GeM Forward Auction

AIIMS shall first examine technical responsiveness. Only bidders meeting every mandatory eligibility requirement shall be declared technically qualified and permitted to participate in the GeM Forward Auction.

The Forward Auction shall be conducted only for the monthly licence fee/rent. The basic/reserve monthly licence fee stated in Section 1 shall constitute the starting/reserve price, subject to the configuration permitted by GeM. Bidders shall compete by increasing the licence fee/rent payable to AIIMS.

The bidder standing H-1 at the close of the Forward Auction shall be considered for award, subject to verification of bid validity, compliance with all tender/GeM conditions and approval of the competent Authority. If the H-1 bidder fails to accept the award or fails to furnish required security, AIIMS may proceed in accordance with the applicable GeM terms and the next eligible auction participant, without creating any automatic right in favour of that participant.

The auction result shall not alter the consumer price caps prescribed in **Annexure-IX**. The rent payable to AIIMS and the prices chargeable to users are independent contractual parameters.

6. Consumer Prices and Discount

Annexure-IX prescribes the Maximum Permissible Selling Price (MPSP) for the approved menu. The bidder may charge a lower price, but shall not charge more than the applicable MPSP. The prescribed MPSP shall remain binding unless revised prospectively by a written order of the competent Authority under the contract.

For packed/branded items, the bidder shall comply with all applicable MRP and labelling requirements. The final selling price shall in no event exceed the AIIMS MPSP, where an MPSP is prescribed.

No new item shall be introduced and no price shall be charged for an unapproved item without prior written approval of AIIMS. Bills/receipts shall be issued as required by applicable tax and consumer law.

7. Scope of Service

The contractor shall operate the B-3 Dining Space on all days, including holidays, during the approved service hours and shall provide breakfast, lunch, dinner, snacks and beverages in accordance with the approved menu and weekly menu plan. Approximate current demand is 50–100 users each for breakfast, lunch and dinner. This figure is indicative and does not constitute a minimum business guarantee.

Indicative service hours are **07:00–10:00 breakfast; 12:00–15:00 lunch; 15:00–19:00 snacks; 19:30–22:00 dinner; 22:00–23:45 late-night snacks** and tea/coffee/juice 24x7 or as approved throughout the service period. AIIMS may reasonably modify timings according to institutional requirements.

The contractor shall provide all ingredients, consumables, cooking fuel, utensils and manpower necessary for the service except items expressly provided by AIIMS. The contractor shall maintain cleanliness, hygiene, waste segregation, pest-control coordination and proper storage throughout the contract.

8. Facilities and Manpower

AIIMS shall provide the premises and the furniture/equipment listed below, subject to joint inventory at commencement and handover at closure.

Sr. No.	Item Name	Quantity
01	Timeout Four-Seater Square Tables	06
02	Wooden Mingle Pod Four-Seater Round Table	04
03	Gather Single Table	02
04	Unwind Café Chairs	21
05	Astral Dining Tables	04

Minimum manpower shall be as follows, or such higher deployment as is reasonably necessary for actual footfall and safe service.

Staff category	Min. Number	Dress Code	Additional staff to be added
Manager	1	Formal Shirt and Trousers	1 additional for every 500 footfalls
Cook	2	White long apron with front closing	1 additional for every 500 footfalls
Kitchen Assistants	1	White long apron with front closing	1 additional for every 100 footfalls
Server	2	White long apron with front closing	1 additional for every 50 footfalls
Cleaner & Washer	2	Blue shirt and pajamas	1 additional for every 100 footfalls

All personnel shall be employees of the contractor, under its exclusive supervision. The contractor shall comply with applicable labour, social-security, occupational-safety, food-safety and health requirements. Police verification/other statutory verification shall be completed where legally required. Personnel shall wear clean prescribed uniforms and food-handling protective equipment.

9. Food Safety, Quality and Hygiene

Only safe, wholesome and legally permitted food ingredients shall be used. AIIMS may inspect raw materials, storage, kitchen operations and finished food and may reject material that does not meet the specified quality or safety requirements.

The contractor shall maintain the kitchen, dining area, utensils, appliances and surrounding area in hygienic condition and shall promptly remove food and other waste through the Institute's designated waste-management system.

Tobacco, smoking, alcohol, pan, gutkha and similar prohibited substances shall not be sold or consumed in the premises.

Food shall be prepared fresh and served in the prescribed quantity. Repeated stale, contaminated, adulterated or unsafe food incidents shall constitute material breach and may lead to termination and statutory action, in addition to contractual remedies.

Approved brands/quality standards shall be as specified in the following table. **"Similar standard"** shall mean a product meeting equivalent quality and applicable statutory requirements; brand restrictions shall not be interpreted to create an unjustified restriction on competition.

Item	Brand
Salt	Tata, Annapurna
Spices	MTR, Everest, MDH, Eastern
Ketchup	Maggi, Kissan, Heinz
Oil	Sundrop, Saffola, Dhara (Only groundnut, rice bran, mustard oil to be used)
Ghee	Milkfood, Amul, Mother Dairy
Pickle	Mother's Recipe / similar standard
Atta	Aashirvad, Pillsbury, Annapurna/Similar Standard.
Butter	Amul, Britannia, Verka, Mother Dairy
Bread	Britannia, Modern/Similar Standard
Jam	Kissan, Mother's
Milk	Mother Dairy, Amul, Verka/Kamdhenu
Paneer	Amul, Britannia, Mother Dairy

Item	Brand
Tea	Brooke bond, Lipton, Tata Tea, Tetley
Coffee	Nescafe
Biscuits	Britannia, Parle, Sunfeast or any other reputed brand
Bottled Water	Kinley/ Bisleri/ Aquafina
Rice	Premium quality (Basmati etc.)
Pulses	First Grade quality
Papad	Haldiram, Lizzat
Vegetables/Fruits	Fresh first quality vegetables/ fruits only
The caterer may use any other FPO / F S S A I approved brands only, if permitted by the Committee in writing. All other supplies /raw materials/consumables not mentioned in above list are to be used of Standard quality of reputed known brands for preparation of food items. No banned ingredients for cooking to be used:- Ajinomoto (Monosodium Glutamate or MSG) Genetically Modified (GM) foods Potassium bromates Chinese garlic Brominated Vegetable Oil (BVO).	

10. Menu and Operating Control

The contractor shall prepare a weekly menu from the approved master menu in consultation with the designated AIIMS committee. Changes in the master menu, addition of new products and material changes in portion size shall require prior written approval.

Sr. No.	Timings (Hrs.)	Services
1.	07.00 to 10.00	Break Fast
2.	**12.00 to 15.00**	**Lunch**
3.	15.00 to 19.00	Snacks
4.	**19.30 to 22.00**	**Dinner**
5.	22.00 to 23.45	Late night snacks
6.	Throughout the day/night	Tea, Coffee, Juice, etc.

11. Inspection, Records and Audit

The contractor shall maintain registers/records relating to manpower, food-safety compliance, procurement/stock, sales and statutory compliances as required by law or the contract. AIIMS and competent statutory authorities may inspect such records during the contract and for a reasonable period thereafter.

The contractor shall preserve records necessary to establish compliance with the tender, including invoices for major raw materials, FSSAI records, employee records and price lists, for the period required under applicable law.

12. Penalties and Contract Remedies

Any penalty shall be imposed only for a specified contractual default, after recording the relevant facts and giving the contractor a reasonable opportunity to explain, except where immediate action is necessary to protect food safety, public health or institutional security. The quantum shall be proportionate to the default and within the limits stated below.

Default	Contractual action	Indicative maximum
Poor hygiene, delayed service, minor non-compliance, dress-code or housekeeping default	Recovery after due process	1St instance 1000/- 2nd Instance 2000/-, 3rd instance 5000/-
Unauthorised non-approved item/price, repeated service deficiency or failure to comply with statutory Compliance	Recovery/penalty and corrective direction	₹5,000 per established instance, subject to aggregate contractual limits
Food-safety incident attributable to contractor	Immediate protective action, investigation, recovery and other contractual/statutory action	Up to ₹1,00,000 where specifically established, without prejudice to other lawful remedies or termination
Persistent/repeated material defaults	Termination after notice/cure opportunity, except where immediate termination is legally justified	As per termination clause

Penalties/recoveries may be adjusted from Performance Security/Advance Rent or other lawful dues after following the applicable contractual procedure. Penalty shall not prejudice AIIMS's right to recover actual loss as permitted by law.

13. Termination

AIIMS may terminate the contract for material breach, persistent default, non-payment of licence fee, loss/expiry of mandatory statutory licence, insolvency, abandonment, fraud, forged documents, serious food-safety violation, unauthorised assignment/subletting or other grounds expressly provided in the contract/GeM terms. Except where immediate action is necessary for public health, safety, security or fraud, the contractor shall ordinarily be given written notice of the default and reasonable opportunity to cure/explain.

On termination, the contractor shall immediately cease operations as directed, remove its property, settle statutory dues and hand over the premises, furniture, equipment and records belonging to AIIMS. Performance Security may be invoked to the extent permitted by the contract and applicable law.

14. Assignment, Indemnity and Insurance

Assignment or subletting of the dining space or any part thereof is prohibited without prior written approval of AIIMS. The contractor shall indemnify AIIMS, to the extent permitted by law, against third-party claims, injury, damage, statutory liabilities and losses arising from the contractor's acts or omissions, including those of its personnel.

The contractor shall maintain all insurance required by applicable law and where specified by AIIMS, public liability/workmen or employee-related insurance appropriate to the operations.

15. Confidentiality and Use of AIIMS Name

The contractor and its personnel shall not disclose confidential institutional information obtained through the contract. The name, logo or identity of AIIMS shall not be used for advertising or publicity without prior written approval.

16. Force Majeure and Applicable Law

Force majeure shall be dealt with in accordance with the applicable GeM contract terms and Government procurement instructions. The parties shall mitigate the effect of any such event and resume performance as soon as reasonably practicable.

The contract shall be governed by the laws of India. Subject to any mandatory statutory or contractual dispute-resolution mechanism, courts having lawful territorial jurisdiction at Bilaspur, Himachal Pradesh shall have jurisdiction.

17. Award and Handover

After completion of technical evaluation and the GeM Forward Auction, AIIMS shall issue the award/contract through the prescribed GeM mechanism. The successful bidder shall furnish required security, licences and documents and take over the premises only after joint inventory and written commencement authorisation.

The contractor shall not claim any minimum turnover, minimum footfall, minimum sales or compensation for business risk arising from actual patronage being lower than estimated. AIIMS shall, however, provide reasonable access to the premises in accordance with the contract.

ANNEXURE – I: TECHNICAL BID CHECKLIST

Sr. No.	Eligibility Criteria / Document Required	Documents to be Submitted by Bidder	Page No.	Compliance (Yes/No)
1	Basic Details of Bidder	Duly filled and signed Technical Bid Application Form containing name, address, contact details, email ID, etc.		
2	Constitution of Firm/Company	Certificate of Incorporation/Registration, Partnership Deed, Proprietorship Declaration, or other applicable document establishing the legal constitution of the firm/company.		
3	PAN	Valid PAN Card/Certificate of the firm/company/proprietor.		
4	GST Registration	Valid GST Registration Certificate.		
5	Shop & Establishment Act Licence	Valid Shop and Establishment Act Licence/Registration, as applicable.		
6	FSSAI Licence/Registration	Valid FSSAI Licence/Registration Certificate applicable to the nature of food/canteen services.		
7	Contract Labour Licence	Valid Licence under the Contract Labour (Regulation and Abolition) Act, as applicable, or relevant registration/exemption document, as applicable.		
8	Three Similar kind Govt./private/Other outlets	Evidence establishing operation/control of at least Three operational Govt/private/other restaurant under common ownership/brand/management, with address, period and verifiable client/authority details.		
9	Experience Documents	Bidder submit the corresponding evidence. i.e. GST/ FSSAI/ Shop registration licence or any other supportive documents as detailed in TED		
10	Successful/Satisfactory Performance	Satisfactory/ongoing performance evidence for qualifying outlet(s), wherever applicable.		
11	Qualifying Outlet References	Details of qualifying outlet(s), including complete address, period, client/owner, contact person, telephone/email and supporting evidence(Photographs along with full address).		
12	Annual Turnover	CA-certified/audited turnover for the last three financial years, showing average annual turnover of at least ₹100.00 lakh, subject to applicable Startup relaxation.		
13	Non-Blacklisting Undertaking	Duly signed undertaking/declaration that the bidder has not been		

Sr. No.	Eligibility Criteria / Document Required	Documents to be Submitted by Bidder	Page No.	Compliance (Yes/No)
		blacklisted/debarred/banned by any Government Department/Institution/PSU/Autonomous Body or other Government organization during the last 03 financial years.		
14	Litigation/Court Cases	Duly filled Annexure-V containing details of court cases, arbitration proceedings, litigation/disputes, if any.		
15	Integrity Pact, if applicable	Duly executed Integrity Pact in the prescribed format on Rs.50 Non-Judicial Stamp Paper.		
16	Bank Details	Cancelled cheque/bank certificate or other valid documentary proof containing Bank Name, Branch, Account Number and IFSC Code.		
17	Bid Security/EMD	Proof as required by the GeM Forward Auction event, including any applicable exemption.		
18	Authorization	In case of a company/partnership firm, authorization/Power of Attorney/Board Resolution authorizing the signatory to submit and sign the bid, as applicable.		
19	Acceptance of Tender Conditions	Duly signed and stamped copy of the Tender Document/Declaration confirming unconditional acceptance of all terms and conditions of the Tender.		
20	Other Documents	Any other document/certificate specifically required under the Tender Document or sought by the Institute for verification of eligibility.		

Bidder declaration: I/We certify that the information and documents furnished are true, complete, valid and verifiable. I/We understand that material falsehood or misrepresentation may result in rejection/termination and other action under the tender, GeM terms and applicable law.

Name of Bidder: _____ Authorized Signatory: _____
Signature/Seal: _____ Date: _____

ANNEXURE – II: FINANCIAL CAPABILITY

Financial Year	**Annual Turn Over as per Audited Balance Sheet**
2023-2024	Rs.
2024-2025	Rs.
2025-2026	Rs.

The turnover figures shall be supported by audited financial statements or a CA-certified certificate containing UDIN, as applicable.

ANNEXURE – III: EXPERIENCE DETAILS

Sl. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in Lakhs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/telephone number of officer to whom reference may be made	Remarks

Attach documentary evidence for each claimed outlet/work, including contract/licence/client certificate and contact details. For Route B, identify all three qualifying private/other outlets.

ANNEXURE – IV: INTEGRITY PACT (IF APPLICABLE)

(Format of Integrity Pact)

PRE-CONTRACT INTEGRITYPACT

(To be submitted on Rs. 50/- Stamp Paper in technical bid)

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made on ……day of …….(month & year) between. AIIMS BILASPUR, HP. a Government of India Autonomous Body at

Village Changar Palasiyan, Bilaspur, Himachal Pradesh - 174001, India. (Hereinafter called "AIIMS BILASPUR, HP", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s_ , a company/ firm/ individual (status of the company),

PSU/Partnership/Joint Venture 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 AIIMS BILASPUR, HP proposes to procure, erect/construct/install under laid down organizational procedures, contract/s for (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No/Bid No._ , aforesaid proposal of AIIMS BILASPUR, HP.

WHEREAS the Bidder/Contractor is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Employer/Buyer is AIIMS BILASPUR, HP.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any

influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered

into with a view to :

Enabling the AIIMS BILASPUR, HP to obtain the desired said (work/ 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.

The parties here by agree to enter into this Integrity Pact & agree as follows:

1. Commitments of the AIIMS BILASPUR, HP

1.1 AIIMS BILASPUR, HP undertakes that no official of the Employer, 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 contract

1.2 AIIMS BILASPUR, HP 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.

1.3 All the officials of AIIMS BILASPUR, HP 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.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to AIIMS BILASPUR, HP with full and verifiable facts and the same is prima facie found to be correct by AIIMS BILASPUR, HP necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by AIIMS BILASPUR, HP 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 AIIMS BILASPUR, HP the proceedings under the contract would not be stalled.

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

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

3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, 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/completion of the contract.

3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS BILASPUR, HP/Buyer or otherwise in procuring/awarding 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 AIIMS BILASPUR, HP for showing or forbearing to show favour or disfavor to any person in relation to the contract or any

other contract with AIIMS BILASPUR, HP.
3.3 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.
3.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of AIIMS BILASPUR, HP or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
3.6 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.
3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
3.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business/work relationship, regarding plans, technical proposals, technical know & how 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.
3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
3.11 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 AIIMS BILASPUR, HP, or alternatively, if any relative of an officer of AIIMS BILASPUR, HP has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.
3.12 The term ‘relative’ for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
3.13 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 AIIMS BILASPUR, HP.
3.14 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
3.15 In case of sub-contracting, the bidder/AIIMS BILASPUR, HP contractor shall take the responsibility of the adoption of IP by the sub-contractor.
4. Previous Transgression

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 that could justify Bidder exclusion from the tender process.

5. Earnest Money (Security Deposit)

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.

6. Sanctions for Violations

Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle AIIMS BILASPUR, HP to take all or any one of the following

actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/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 AIIMS BILASPUR, HP and AIIMS BILASPUR, HP 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 AIIMS BILASPUR, HP resulting from such cancellation/rescission and AIIMS BILASPUR, HP 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 AIIMS BILASPUR, HP, along with interest as per the provision of contract.

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

(vi) To debar the Bidder/Contractor from participating in future bidding processes of AIIMS BILASPUR, HP, which may be further extended at the discretion of AIIMS BILASPUR, HP.

(vii) 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.

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

(ix) Forfeiture of Performance Security in case of a decision by the Employer to forfeit

the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 AIIMS BILASPUR, HP will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) 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.

6.3 The decision of AIIMS BILASPUR, HP 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.

7. Fall Clause

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

8. Independent External Monitors

8.1 AIIMS BILASPUR, HP has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.

First Independent External Monitors Details

Name: Shri Mukesh Mittal
Adress: Z-63, Tatvam Village Sector 48 Gurgaon -
122018
Email ID: mumittal@hotmail.com

Second Independent External Monitors Details

Name: Vice Admiral Kiran Manikrao Deshmukh (Retd.)
Address: Villa no 30A, Jal Vayu Villas, Jai Kisan Club
Road, Opp Airways School Sancaole. Zuarinagar, Goa
403726
Email ID: kiran2610@hotmail.com

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

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and

perform their functions neutrally and independently.
8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CEO/Chairman, AIIMS BILASPUR, HP and request CEO/Chairman, AIIMS BILASPUR, HP to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations, these recommendations would be in the nature of advice would not be legally binding. 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.
8.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.
8.7 AIIMS BILASPUR, HP 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.

8.8 The Monitor will submit a written report to the CEO/Chairman, AIIMS BILASPUR, HP within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
8.9 The word "Monitor’ would include both singular and plural.
9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Office of AIIMS BILASPUR, HP, i.e. NCR. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising

under Integrity Pact.

11. Other Legal Actions

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

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.

12. Validity

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

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

13. The Parties hereby sign this Integrity Pact as part of the contract at _____on _____and parties concerned are bound by it provisions.

AIIMS BILASPUR, HP Bidder/ Contractor

1st Part details along with Sign

2nd Party Details along with Sign.

Whiteness 1

Whiteness 2

ANNEXURE – V: LITIGATION / ARBITRATION DETAILS

Year	Name of the work	Name of the Client, with Address	Title of the court Case/ Arbitration	Detail of the Court/ Arbitrator	Status Pending / Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/ arbitration	Actual Awarded Amount (Rs) in decided Court Cases/ arbitration

ANNEXURE – VI: MANPOWER DETAILS

S.N.	Name of staff	Qualification	Designation	Years of Experience/ Specialization	Remarks
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
11					
12					
13					
14					

ANNEXURE – VII: PERFORMANCE SECURITY

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

In consideration of the Executive Director AIIMS Bilaspur (hereinafter called "The AIIMS BILASPUR") having agreed

under the terms and conditions of Work Order No .....dated made between

AIIMS BILASPUR

and M/s (hereinafter called " the said Contractor{s}") for

the work (hereinafter called " the said Work Order") having

agreed to production of a irrevocable bank Guarantee for Rs. (Rupees ……..

only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in

the said Work Order, we (Indicate the name of the Bank) (hereinafter

referred to as "the Bank") hereby undertake to pay to the AIIMS BILASPUR an amount not exceeding Rs.

. (Rs only) on demand by the AIIMS BILASPUR.

1. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable

under this guarantee without any demur, merely on a demand from the AIIMS BILASPUR stating that the amount claimed is

required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be

conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall

be restricted to an amount not exceeding Rs……(Rupees only).

2. We, the said bank, further undertake to pay to the AIIMS BILASPUR any money so demanded notwithstanding any dispute

or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability

under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our

liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

3. We ..... (indicate the name of 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 Work Order and that it shall continue to be enforceable till

all the dues of the AIIMS BILASPUR under or by virtue of the Work order have been fully paid and its claims satisfied or discharged

or Purchase Officer on behalf of the AIIMS BILASPUR certifies that the terms and conditions of the said Work Order have been

fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

4. We (indicate the name of Bank) further agree with the AIIMS BILASPUR that the AIIMS BILASPUR

shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms

and conditions of the said Work Order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any

time or from time to time any of the powers exercisable by the AIIMS BILASPUR against the said Contractor(s) and to forbear or enforce

any of the terms and conditions relating to the said Work Order and we shall not be relieved from our liability by reason of any such variation,

or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the AIIMS BILASPUR or any

indulgence by the AIIMS BILASPUR to the said Contractor(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.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

6. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the

AIIMS BILASPUR in writing.

7. This guarantee shall be valid up to , unless extended on demand by AIIMS BILASPUR. Notwithstanding anything

mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) 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 liability under this guarantee

shall stand discharged.

Signed and sealed

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

* * * (Note: The Letter of Intent shall form part of the Agreement)

ANNEXURE – VIII: MAXIMUM PERMISSIBLE SELLING PRICE / APPROVED MENU

The prices specified below shall be the maximum permissible selling prices to consumers, inclusive of GST and all other applicable taxes. The bidder may charge prices lower than the specified rates but shall not, under any circumstances, charge prices exceeding the prescribed maximum rates.

Sr. No.	Menu	Quantity	Maximum Permissible Selling Price (₹, inclusive of applicable GST & Taxes)
	Break fast		
1	Aloo Prantha	Standard size	40
2	Mix Prantha	Standard size	40
3	Paneer Prantha	Standard size	60
4	Chole Bhature	02 Bhature + Chole	80
5	Dahi or Makhan Extra	Standard size	20
6	Besan Chilla	Standard size	50
7	Dal Chilla	Standard size	50
8	Paneer Chilla	Standard size	60
	Continental		
9	Butter Toast	Standard size	60
10	Veg. Burger	Standard size	40
11	Veg. Sandwich	Large Size 2 slice/ 4 slice	40/80
12	French Fries	250 GM	70
13	Grilled Veg. Sandwich	Large Size 2 slice/ 4 slice	50/100
	Chinese		
14	Momos	6 / 12 pcs	60/100
15	Veg. Noodles	Half/Full	70/120
16	Veg. Fried Rice	200 GM	60
17	Veg. Spring Rolls	2 Pcs	100
18	Honey Crisp Potato	200 GM	160
	Milk Shakes		
19	Mango Shake with ice cream	250 ML	60
20	Banana Shake with ice cream	250 ML	60
	Hot Beverages		
21	Tea	100 ML	10
22	Masala Tea/ Special Tea	100 ML	15
23	Green/Black/Lemon Tea	100 ML	20
24	Nestle/Bru/Black Coffee	100 ML	30
25	Hot Milk	250 ML	30
	Cold Beverages		
26	Lassi Salaty/Sweet	250 ML	50
27	Cold Coffee	250 ML	50
28	Cold Coffee with Ice Cream	250 ML	60
	Indian Snack		
29	Aloo Tikki with Channa	2 pcs	60

	South Indian		
30	**Idli Sambhar**	1pc/2pc	60/100
31	Masala Dosa	Standard size	80
32	Paneer Dosa	Standard size	100
	Special Meal		
33	Regular Thali (Dal, Seasonal Veg. Rice, Raita, Salad & Roti), (Buffet)	(Buffet)	70
34	Special Thali (Dal, Green Mix Veg. , Paneer Dish, Raita, Jeera Rice , Roti, Salad & Sweet Dish, (Buffet)	(Buffet)	100
	* **Packaging Charge @ 5/- Extra**		

ANNEXURE – IX: INDEMNITY UNDERTAKING

I/We, _____, on behalf of M/s _____, undertake to indemnify and keep indemnified AIIMS Bilaspur, to the extent permitted by law, against third-party claims, injury/death, property damage, statutory liabilities and losses arising out of acts or omissions of the contractor or its personnel in connection with operation of the B-3 Dining Space, subject to the terms of the contract and applicable law.

Name/Designation: _____ Signature/Seal:

_____ Date: _____

ANNEXURE – X: BIDDER'S ACCEPTANCE

- I/We have examined the tender document and the applicable GeM Forward Auction terms and agree to comply with them.
- I/We have inspected the premises or have satisfied ourselves about the site and operating conditions.
- I/We understand that the Forward Auction determines the licence fee/rent payable to AIIMS and does not authorise charging above the consumer price caps.
- I/We confirm that all experience, financial and statutory documents submitted are genuine and verifiable.
- I/We undertake to obtain and maintain all licences and statutory approvals required for operation of the Dining Space.

Name of Bidder: _____

Authorised Signatory: _____

Signature and Seal: _____

Date: _____ Place: _____