# Auction Notice

## General Detail

| | | |
|---|---|---|
| **Office/Zone** | : | Ministry of Health and Family Welfare<br>**-**Department of Health and Family Welfare<br>-All India Institute of Medical Sciences (AIIMS) |
| **Seller/Auctioneer Name** | : | Anudeep P P-Auctioneer |
| **Reference No.** | : | Milk Parlour Services |
| **Category** | : | Others |
| **Auction Brief** | : | Hiring the agency for providing the Milk Parlour Services through GeM Portal for a period of Two Years at AIIMS Bilaspur, H.P. 174037, India |
| **Auction Detail** | : | **Hiring the agency for providing the Milk Parlour Services through GeM Portal for a period of Two Years at AIIMS Bilaspur, H.P. 174037, India** |

**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** | : | 03/11/2026 10:00 | **PQ Submission End Date and Time** | : | 24/11/2026 15:00 |
| **PQ Assessment End Date and Time** | : | 07/12/2026 14:00 | | | |

## EMD/Post Event Deposit

| | | | |
|---|---|---|---|
| **Allow EMD** | : Yes | **EMD Mode** | : Offline |
| **EMD** | : 25000.00 | **EMD Payment Start Date}** | : 07/12/2026 16:00 |
| **EMD Payment End Date** | : 10/12/2026 12:00 | | |

## Auction Timing rule

| | | | |
|---|---|---|---|
| **Auction Start Date & Time** | : 11/12/2026 09:00 | **Auction End Date & Time** | : 14/12/2026 12:00 |
| **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 |
|---|---|---|---|---|
| 11/12/2026 09:00 | 14/12/2026 12:00 | 10 | 10 | 10 |

| Sr.No. | Sublet/Lease Property Name | Opening Price (Rs) | Increment Price (Rs) |
|---|---|---|---|
| 1 | Hiring the agency for providing the Milk Parlour Services through GeM Portal for a period of Two Years at AIIMS Bilaspur, H.P. 174037, India | 20,000.00 | 1,000.00 |

## Download Document

Auction Document(s) : Download

# अखिल भारतीय आयुर्विज्ञान संस्थान , बिलासपुर
# हिमाचल प्रदेश -१७४००१

# ALL INDIA INSTITUTE OF MEDICAL SCIENCES BILASPUR, HIMACHAL PRADESH-174001

**Subject: E-tender for Hiring the agency for providing the Milk Parlour Services through GeM Portal for a period of Two Years at AIIMS Bilaspur, H.P. 174037, India**

Online tenders (https://gem.gov.in), under two bid system, are invited from financially sound parties having business competency for

**Hiring the agency for providing the Milk Parlour Services through GeM Portal for a period of Two Years at AIIMS Bilaspur, H.P. 174037, India**

| Sr. No. | Name of Service | Basic/ Reserve monthly licence fee | Estimated Contract Value (C.V.) in Rs. | EMD @5% of Estimated Contract Value | Security Deposit |
|---|---|---|---|---|---|
| | | | | | Bank Guarantee @5% of C.V. |
| 2. | **Hiring the agency for providing the Milk Parlour Services through GeM Portal for a period of Two Years at AIIMS Bilaspur, H.P. 174037, India** | **Rs. 20,000.00** | **As mentioned in GEM Bid** | **As mentioned in GEM Bid** | 5 % of award value |

**Note-For all tender terms, conditions and details, Hiring the agency for providing the Milk Parlour Services through GeM Portal for a period of Two Years tender documents may be referred.**

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**Section -I**

**NOTICE INVITING BIDS (NIB)**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES**
Bilaspur Himachal Pradesh – 174037
**NOTICE INVITING BID (NIB)**

On behalf of Executive Director, AIIMS Bilaspur, H.P. – 174037 online bids are invited from eligible and qualified firms/service providers for Hiring the agency for providing the **Milk Parlour** Services through GeM Portal for a period of Two Years at AIIMS Bilaspur, H.P. 174037, India

| Sr. No. | E-Tender Enquiry Number | Brief Description of Goods (Item name) & quantity | Bid Security/ EMD Amount (in INR) |
|---|---|---|---|
| **2.** | **As mentioned in GEM Bid** | **Hiring the agency for providing the Milk Parlour Services through GeM Portal for a period of Two Years at AIIMS Bilaspur, H.P. 174037, India** | **As mentioned in GEM Bid** |

**CRITICAL DATE SHEET (Mentioned in GeM bid Document)**

| | |
|---|---|
| Bid Start Date | XX.XX.XXXX XX:XX PM |
| Bid End Date and Time | XX.XX.XXXX XX:XX PM |
| Bid Opening Date and Time | XX.XX.XXXX XX:XX PM |
| Contract Duration | Two Year |
| Contract Start Date | XX.XX.XXXX |
| Contract End Date | XX.XX.XXXX |

## Section – II

**Instructions:**

1. Interested bidders are advised to download the Tender Enquiry Document directly from the websites https://gem.gov.in and shall not tamper/modify it including the downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.

2. The online submission of tender(s) can only be done through GeM Portal website: https://gem.gov.in.

3. The complete bidding process is online (Through Government-e-Marketplace).

4. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through the website (as described above) only. No deviation is acceptable.

5. Prospective bidders are advised to browse the above website regularly before submission of their bids as any further amendments/date extensions will be published on these websites only.

6. The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of the **'Miscellaneous Account AIIMS Bilaspur H.P. 174037.**The original Earnest Money/Bid Security must be delivered to the office of **Faculty In charge Procurement, 2nd Floor, Administrative Block, AIIMS, Bilaspur, H.P. – 174037** till bid opening date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected.

(Faculty In charge Procurement),
AIIMS Bilaspur
On behalf of Executive Director

Please visit the website https://gem.gov.infor further details of this tender.

**Section-III**

## Request for the Proposal for the Milk Parlour at AIIMS Bilaspur, H.P.

All India Institute of Medical Sciences (AIIMS), Bilaspur. H.P. invites online bids in two bid systems from reputed, experienced, and financially sound parties/Cafeterias for the following work: -

**Brief Details of Tender:**

| Work Description | Approx No of Students & employees | EMD in Rs. |
|---|---|---|
| Milk Parlour for the Snacks, Refreshment and general requirement. (Apart from Hostel Mess) | **1000-1200** | **As mentioned in GeM bid document** |

| | |
|---|---|
| Premises | Open unfurnished Space at AIIMS Bilaspur |
| Approximate area | 200 Sq. Ft. or 18.58 square metres |
| Basic/Reserve monthly licence fee | ₹ 20,000.00 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 |

The tender document along with all forms are available on the Institute website and Gem portal and bid is to be submitted through online mode only.

**Parties/Bidder be advised to consider infrastructure requirements and investment thereon, as stated in the tender documents.**

### EARNEST MONEY DEPOSIT (EMD) DETAILS

1. Amount should be submitted in the form of a Demand Draft or Banker's Cheque/ Demand Draft/ Banker's Cheque should be in favor of "Miscellaneous Account AIIMS Bilaspur" and payable at Bilaspur.
2. Firms that are registered with National Small Industries Corporation (NSIC) or the Ministry of Micro, Small and Medium Enterprises as **(MSEs),** or firms recognized as Start-ups for these services are exempted from EMD. These firms must submit a valid self-attested registration certificate with their tender as proof of eligibility for exemption.
3. Unsuccessful Bidders: The EMD of unsuccessful bidders will be returned after the finalization of the tender. Successful Bidder: The EMD of the successful bidder will be returned only after the receipt of the Performance Bank Guarantee/ Security Deposit.
4. If the bidder withdraws the offer after submission of the tender or after acceptance of the offer, or fails to submit the Performance Bank Guarantee within the specified time, the Earnest Money Deposit (EMD) shall be forfeited.
5. This amount will be refunded after the completion of the contract period, provided all terms and conditions are met.
6. No interest will be paid on the EMD, Performance Guarantee, or Security Deposit.

### PRE-BID MEETING

***Pre-bid meeting as mentioned in gem bid.***

### BID VALIDITY PERIOD

**The bid will remain valid for 6 months (180 DAYS) from the date of opening of technical bid as prescribed by AIIMS Bilaspur. A bid valid for a shorter period shall be rejected, being non- responsive.**

## Section-IV

## ELIGIBILITY CRITERIA

Participant Eligibility Criterion (To be verified by the buyer at the time of technical evaluation):-

**Stage-I (Eligibility Criteria):**

1. Firm GST Registration Certificate.
2. PAN (Permanent Account Number) / GST Registration of the firm.
3. Valid FSSAI License (Food Safety and Standards Authority of India) for operating food-related services.
4. The bidder must provide a self-declaration certificate accepting all terms and conditions of the tender document.
5. The bidder must provide an undertaking confirming that the firm has never been blacklisted by any government department or has any criminal cases registered or pending against the firm or its owners/partners in last three financial years. This certificate must be completed as per **Annexure-III.**
6. Only **registered Co-operative Societies, or registered Sahkari Samities** shall be eligible to participate in the tender, and the bidder must have at least **10 (Ten) years of experience in operating Milk Parlour/Milk Outlet services in the same field**. The bidder shall submit relevant documentary evidence, such as work orders, agreements/contracts, experience certificates, empanelment letters, completion certificates, or other similar documents, in support of the claimed experience i.e. GST/ FSSAI or any other supportive documents.
7. The average annual turnover for the last 3 financial years (2023-24, 2024-25 and 2025-26 or latest) must be at least Rs. 100 Lakhs. A C.A (Chartered Accountant) Certificate confirming the annual turnover must be submitted.
8. If the bidder is not the original service provider (e.g., if the bidder has a franchise, partnership, or distributorship arrangement), the bidder must submit bid-specific authorization from the original service provider / Manufacturer.
9. The bidder (or its OEM/OSP) must have at least 10 own products in the market related to Milk and Milk products. Details of these products along with trademark certificate for brand must be enclosed with the tender documents.
10. **Integrity Pact**: The bidder shall submit a duly signed **Integrity Pact** on a **₹50/- stamp paper**, clearly mentioning the **specific Bid Number**, strictly as per the format enclosed with the tender document.
11. **Rejection of Bid for Non-Submission:** Failure to submit any of the mentioned mandatory documents shall result in **summary rejection of the bid**. No further correspondence, clarification, or representation in this regard shall be entertained by AIIMS Bilaspur.
12. **Submission as per Checklist:** The tender must be submitted strictly in accordance with the **checklist provided in the tender document**. Incomplete submissions or deviations from the checklist may lead to rejection of the bid.

Note: -

A. These eligibility criteria ensure that the bidder is qualified, financially stable, experienced, and legally compliant to handle the Milk outlet services at AIIMS Bilaspur. All relevant certificates, declarations, and documents must be submitted with the tender for consideration.

# Process for Technical Evaluation and Forward Auction

**1.1 Stage-I: Evaluation of Eligibility and Technical Criteria**

In Stage-I, the documents submitted by the bidders shall be examined by the **Technical Bid Opening-cum-Evaluation Committee (TOEC), AIIMS Bilaspur**, to determine whether the bidders fulfill the **Eligibility Criteria and Technical Requirements** specified in the Tender Document.

Only those bidders who satisfy the prescribed eligibility and technical criteria and are found **technically qualified** shall be considered for participation in the subsequent stage of the procurement process.

**1.2 Stage-II: Technical Evaluation and Shortlisting of Qualified Bidders**

The technical bids of the participating bidders shall be evaluated strictly in accordance with the eligibility and technical criteria prescribed in the Tender Document.

The TOEC may seek clarification or additional supporting documents from the bidders, wherever permissible under the applicable procurement rules and tender conditions. Based on the outcome of the technical evaluation, the Committee shall prepare the list of **technically qualified bidders** eligible to participate in the Forward Auction.

**1.3 Stage-III: Forward Auction on GeM Portal**

Only the bidders who are declared **technically qualified** in Stage-I/Stage-II shall be permitted to participate in the **Forward Auction** to be conducted through the **GeM Portal**, in accordance with the applicable GeM terms, conditions and auction parameters.

The Forward Auction shall be conducted for the specified period/tenure and in accordance with the auction methodology and conditions stipulated in the GeM bid/auction document.

The technically qualified bidders shall participate in the Forward Auction by quoting the **highest admissible bid value** in accordance with the Forward Auction parameters specified in the tender.

**1.4 Determination of H-1 Bidder and Award of Contract**

Upon completion of the Forward Auction on the GeM Portal, the bidder quoting the **highest final auction value (H-1)**, as determined by the GeM Portal in accordance with the prescribed auction parameters, shall be considered for award of the contract, subject to:

a) fulfillment of all eligibility and technical requirements specified in the Tender Document;

b) compliance with all applicable terms and conditions of the Tender Document and GeM;

c) submission of requisite documents, securities, agreements and other formalities, wherever applicable; and

d) approval of the Competent Authority of AIIMS Bilaspur.

The **H-1 bidder** shall be considered for award of the contract for providing the stipulated services at **AIIMS Bilaspur** for the prescribed contract period, subject to acceptance of the terms and conditions of the Tender Document and GeM Contract.

**1.5 Scope of the Proposed Outlet/Service**

The Institute intends to allot the identified open space for operation of a **Milk Parlour Outlet** for sale of milk and milk-related products, bakery and confectionery items.

The successful bidder shall operate the outlet strictly in accordance with the approved Scope of Work, applicable statutory requirements, Institute guidelines and the terms and conditions of the Tender/GeM Contract.

**1.6 No Financial Bid Ranking Prior to Forward Auction**

Since the procurement is proposed to be finalized through a **Forward Auction on the GeM Portal**, the technically qualified bidders shall proceed to the Forward Auction stage. The final ranking for determination of the successful bidder shall be based on the outcome of the Forward Auction, wherein the **H-1 bidder** shall be considered for award of the contract, subject to approval by the Competent Authority and fulfillment of all prescribed conditions.

## Section-V

## TECHNICAL TERMS & CONDITIONS & FINANCIAL EVALUATION

### A. TECHNICAL TERMS & CONDITIONS

1. Initial Contract Duration:
   - The contract will be for an **initial period of two years**.
   - **Performance Review**: At the end of the second year, there will be a review of the performance, which will determine whether the contract will be extended for further period.
   - **Extension**: Based on satisfactory performance, the contract may be extended further One y**ear at a time.**. Further extension may be possible based on institute requirement and mutual agreement between AIIMS Bilaspur and the contractor on same terms and conditions.
2. Termination Clause:
   - **Termination by AIIMS Bilaspur**: The Institute reserves the right to **terminate the contract** by providing **one month's notice** if the services provided are found to be **unsatisfactory**.
   - **Termination by the Bidder**: Similarly, the bidder can terminate the contract with a **Three-month notice** in case of dissatisfaction, subject to any conditions mentioned in the agreement.
3. Contract Agreement:
   - The **successful bidder** will be required to execute a formal **contract agreement** with **AIIMS Bilaspur** detailing all terms and conditions.
4. Amendments to the Contract:
   - **AIIMS Bilaspur** reserves the right to amend the terms and conditions of the contract **through mutual discussion**. Any amendments will need to be in **writing** and will become part of the contract. The **contractor must comply with any amendments** without expecting additional costs.
5. Expiry and Termination of Contract:
   - Upon the expiry of the contract, it will be deemed to have been **automatically terminated**, unless otherwise notified in writing. The contractor will **not have any right to demand** a renewal or fresh contract for another term unless explicitly agreed upon.
6. Legal Termination:
   - The contract may be **terminated automatically** if the continuation of the contract becomes **illegal, void, or untenable** due to any cause, as determined by legal or regulatory authorities.
7. DELIVERY SCHEDULE
   - The successful bidder will be required to commence operations from the date notified in writing by the management of AIIMS Bilaspur.
   - The bidder will be given a minimum of 15 days' notice to begin the operations, in case the work order does not specify the exact start date.
   - The bidder must be ready to start the cafeteria services.
8. PAYMENT TERMS*:*
   - The successful bidder should collect the charges directly from the students, faculty, and staff as applicable for the cafeteria services
   - All bills for the cafeteria services should be made against the official order issued by AIIMS Bilaspur, and the bill must be in the name of AIIMS Bilaspur.
   - No advance payment will be made under any circumstances. Payments will be processed as per the terms of the contract, which are generally on a post-service or periodic billing basis.
   - Taxes will be deducted at source (TDS) from the bills of the service provider, as per

applicable laws and rules.

## 9. *TERMS AND CONDITIONS*

- Requirement: The essence of this contract is to serve the casual requirement for the Milk and Milk related Products to the students, faculty, staffs & others. The Institute has adopted highest quality standards for all its activities and the bidders are required to render services meeting stringent standards
- Water: AIIMS Bilaspur will provide water as per commercial charges for the cafeteria operations.
- Electricity: Electricity will be provided on a commercial chargeable basis. The contractor/service provider must install an electric meter in the respective areas, with prior approval from the engineering section of the Institute at their own cost.
- The contractor is required to pay the electricity charges on a monthly basis up to the 7th of every month, as per the rates decided by AIIMS Bilaspur otherwise penalty may be imposed.
- Additional Facilities and Equipment: - The contractor is responsible for arranging any additional facilities, utilities, equipment, plates, serving items, and inputs necessary for the production and service of food items. These items must be provided at the service provider's own cost and are not the responsibility of AIIMS Bilaspur.
- Maintenance, Hygiene, and Cleanliness: - If the contractor fails to rectify any defect in the maintenance, upkeep, hygiene, or cleanliness of the kitchen and/or equipment, they may be penalized, the contractor must address and resolve any defects within 30 days of receiving a written notice from the Officer-in-charge. Failure to do so will result in penalties imposed by AIIMS Bilaspur.
- The Vendor shall arrange outdoor refreshment for Conferences / Seminars/ Meetings etc. as and when or specifically required.

## 10. Taxes, Statutory compliance, and Other Regulations

- The contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations.
- The contractor will be exclusively responsible to meet and comply with all legal requirements with respect to the food items prepared and sold by him to AIIMS Bilaspur, including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to the preparation, storage and sale of food, including the provisions of the Prevention of Food Adulteration Act, The Essential Commodities Act, and weights and Measures Act and all rules, regulations and orders framed there under.
- The contractor is liable for the payment of all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything was done or services rendered pursuant thereto.
- The contractor shall fully comply with all applicable laws, and regulations relating to EPF, ESI. Bonus Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act (CLRA), Migrant Labour Act, Essential Commodities Act and/or such other Acts or Laws, regulations passed by the Food Safety and Standards Authority of India (FSSAI), central, states, Municipal and local governmental agency or authority.
- The contractor shall be responsible and liable for all the claims of his employees.
- The contractor shall obtain an adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work and submit a copy to Officer-in-charge within 30 days.

## 11. Misconduct

- The contractor shall keep the Institute indemnified from and against all personal and third-party misconduct claims whatsoever arising out of any commission or omission by the contractor or his employees, or representative as the case may be.

## 12. Inspection and Testing by the Institute

- The Institute shall be entitled to inspect and/or test by itself or through any of its representative or an independent agency, premises of the contractor and materials stored therein for use pursuant to the contract and/or any ingredient to be used in the preparation of food intended for provision or sale pursuant to the contract.

- If any material, item or component intended to be used for the work is found to be unsatisfactory (in which matter the decision of the Institute or his authorized representative shall be final) the contractor shall not use such material, and shall keep

the Institute indemnified from and against any claim of infection, poisoning or illness arising from any bad, stale or defective food or material provided by the contractor.

13. Interpretation

- All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the sub-divisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.

14. Vacation of Premises

- The contractor shall give vacant possession of the facilities/premises made available to the contractor by AIIMS Bilaspur and return all equipment and other items made available by AIIMS Bilaspur in good condition after the contractual period is over or if the contract is earlier terminated. Handing over of the vacant possession of the premises and equipment etc, shall be affected within 5 days of the completion of the period of contract or termination of the contract.

15. Assignment and Sub- Contracting

- The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract if any manner. In the case of an unavoidable circumstance, the contractor shall be able to do it with the approval of the Institute. However, the job shall be sublet only to the party approved by the Institute.

16. **Rejection of Tender**

- The Institute reserves the right to reject any or all the Tenders relating to the work under this Tender Document without assigning any reason whatsoever.

17. **Quantum of Work**

- The scope of work given is approximate only and may vary in the actual course of execution. The contractor is, therefore, advised to quote very carefully. No claim for the compensation from the contractor shall be entertained due to any variation.

18. Force Majeure

- The contractor shall not be entitled to claim any compensation from AIIMS Bilaspur for the loss suffered by him on account of delay by AIIMS Bilaspur in the supply of useable water, electricity etc, where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of god, acts of enemies of the state/country or any reasonable cause beyond the control of the Institute.

19. Inspection

a. Any member of the designated student committee or officer-in-charge or any authorised person can inspect the mess, kitchen or any process without any prior notice to the cafeteria.

20. Other Conditions

- In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.
- AIIMS Bilaspur reserves the right to accept or reject any or all the tenders in part or in full, without assigning any reason thereof.
- AIIMS Bilaspur reserves the right to relax/amend/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any inquiry after submission of the quotation will not be entertained.
- Conditional tenders shall not be considered.
- AIIMS Bilaspur reserves the right to modify/change/delete/add any further terms and conditions prior to the issue of the purchase order.
- AIIMS Bilaspur may issue a corrigendum to tender documents before the due date of Submission of the bid. The tenderer is required to read the tender documents in conjunction with the corrigendum, if any, issued by AIIMS Bilaspur. The tenderer is not supposed to incorporate the amendment in the body of the tender document.

21. **IMPORTANT INFORMATION FOR THE BIDDERS**

**Expenses to be borne by bidder**

- All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of the Bid shall be borne by the Bidder. AIIMS

Bilaspur in no case shall be responsible or liable for these costs regardless of the outcome of the bidding process.

22. **Prices, Taxes, Duties**

- The bidder should quote firm prices/ rates taking into account of all taxes. Duties, Levies, personal tax, corporate tax, GST and all other expenditure required to be incurred by him/ her for providing required services etc, during the contract period as indicated under this contract and afterwards no variation on any account unless otherwise specifically mentioned will be allowed.

23. **Indemnity:**

- The contractor shall indemnify and keep indemnified the institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen compensation Act, Sales Tax, Royalty, Excise duty, Octroi, GST, Works contract etc, and shall keep the institute indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law/regulations or by laws. The contractor shall not employ child labour. Payment to workers must be according to Minimum Wages Act.

24. Compliance with the Institute rules and Regulations

- The contractor shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline and Decency at and around the work site, Safety Precautions and Safety Regulations.

25. Interpretation

- All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.

26. Arbitration

- In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to an arbitrator be appointed by the Executive Director, AIIMS Bilaspur and the decision of the Arbitration will be binding on both parties of this agreement.

27. Jurisdiction

- It is agreed and declared by and between the parties hereto that so far it concerns the jurisdiction of any court in enforcing any of the rights or remedies of the parties hereto against each other or one another, a court in the city of Bilaspur H.P. alone shall have jurisdiction to the exclusion of all other courts in any place in the Union of India so that none of the parties hereto shall be entitled to any proceedings whatsoever in respect of any matters touching or relating to or in connection with or arising under agreement and the terms and conditions thereof in any court except the court or courts having jurisdiction in the city of Bilaspur Himachal Pradesh.

28. Authorization

- The Contractor shall submit to the institute the names, designation and specimen signatures of the persons authorised by him to draw materials, sign joint measurements, bills, receive payments, receive instructions/notices etc, behalf of the contractor.

29. Access to site

- The contractor shall allow unhindered access to the institute and/ or any other party or person, engaged by the Institute to work at the same site and /or to check/regulate /watch /guard/ measure/ inspect, solely or jointly with the contractor.

30. Safety and Security

- Contractor shall abide by the safety code provisions as per safety code framed from time to time by the government.

31. **Hygiene & Waste Management**

- Institute insists on a high degree of cleanliness and hygiene in the cafeteria, with special emphasis on those areas where the food commodities are stored, cooked, and served. Thus, the need for proper hygiene on all areas and waste management.

32. **Nature of Structure:**

The structure established at the allotted premises shall be temporary, removable, and detachable, and shall be dismantled and removed whenever required by the Institute, without causing damage to the existing premises or infrastructure.

33. **Contract Period:**

The initial contract period shall be two (02) years, extendable by a further period of one (01) year, subject to satisfactory performance and approval of the competent authority, as per the terms and conditions of the tender.

34. **Annual Rent Escalation:**

The rent payable for the allotted premises shall be increased by 10% after 2 years, in accordance with the tender conditions.

35. **Medical Fitness and Vaccination of Staff:**

All staff deployed by the successful bidder shall be medically fit and appropriately vaccinated in accordance with applicable guidelines and the requirements of the Institute. The relevant medical fitness certificates and vaccination records shall be maintained and produced for verification whenever required.

**36.Advance Rent:**

The successful bidder shall be required to deposit three (03) months' rent in advance before commencing operations at the allotted premises, in accordance with the terms and conditions of the tender and addition to performance bank guarantee.

**37. Operating Hours:**

The Milk Parlour shall operate daily from **06:00 AM to 11:00 PM**, ensuring the availability of services throughout the prescribed hours and compliance with the operational requirements of the Institute.

**38. Infrastructure Requirements**:

The premises allotted for the Milk Parlour shall have adequate shed coverage to protect the premises, products, and equipment from adverse weather conditions.

## Section - VI

## PENALTY CLAUSE

| S. No. | Nature of Default / Non-Compliance | Penalty Amount (₹) | Remarks / Action |
|---|---|---|---|
| 1 | Charging rates higher than the approved menu/rate list for products or services | ₹ 2,000 per instance | Repeated violations may lead to termination of contract |
| 2 | Non-maintenance of hygiene and cleanliness in the outlet/premises | ₹ 1,500 per instance | Immediate rectification required |
| 3 | Failure to maintain proper sanitation, pest control, and waste disposal as per Govt. norms/FSSAI guidelines | ₹ 2,000 per instance | Repeated violations may attract termination |
| 4 | Non-availability of approved food items, beverages, milk products, or essential consumables during operating hours | ₹ 1,000 per instance | To be rectified immediately |
| 5 | Delay in payment of monthly license fee beyond due date | ₹ 500 per day | May lead to termination as per tender terms |
| 6 | Non-payment of electricity/water charges within stipulated time | ₹ 500 per day | May attract disconnection and further action |
| 7 | Staff deployed without proper uniform, ID card, police verification, or medical fitness certificate | ₹ 1,000 per staff | Staff may be restricted from entry |
| 8 | Misbehavior, misconduct, or overcharging complaints against staff | ₹ 2,000 per instance | May lead to removal of staff/termination |
| 9 | Failure to operate the outlet as per prescribed working hours | ₹ 2,000 per day | Proportionate penalty may also be imposed |
| 10 | Sale of unauthorized products/items or subletting of contract without approval | ₹ 5,000 per instance | Immediate termination proceedings may be initiated |
| 11 | Failure to display approved rate list/menu prominently in the outlet | ₹ 1,000 per instance | Mandatory compliance |
| 12 | Use of expired/substandard food items or non-compliance with food safety standards | ₹ 5,000 per instance | Serious violation; may lead to termination and legal action |
| 13 | Non-maintenance of quality, taste, freshness, and brand standards of products served | ₹ 2,000 per instance | Repeated complaints may attract termination |
| 14 | Use of plastic items banned by Government authorities | ₹ 2,000 per instance | Immediate corrective action required |
| 15 | Any other violation of tender terms & conditions not specifically mentioned above | Decision of Competent Authority shall be final | Penalty/action as deemed fit by Competent Authority |

Note:

1. Repeated violations may result in **termination of contract**, **forfeiture of Performance Bank Guarantee (PBG)**, and **blacklisting**, as deemed appropriate by the competent authority of **AIIMS Bilaspur**.
2. The decision of the competent authority of **AIIMS Bilaspur** shall be final and binding in all cases.

All the bidders, who fulfill the above terms and conditions and GeM Terms and Conditions may register their bids through GeM only well in advance to avoid the last date of bidding, so that there is no cause of any complaints due to technical snag or server on the last date of Bidding. Please take note that the H-1 will be decided on the basis of eligibility criteria mentioned above and bid received on GeM portal.

## Section - VII

## GENERAL TERMS & CONDITIONS

**Bid Security/Performance Security**

The bidder should submit Bid Security for amount as shown in the Notice Inviting Bids (NIB) in Physical Form before the Bid End Date in favour of **"**Miscellaneous Account, AIIMS Bilaspur, H.P. 174037" to the office of Faculty In Charge Procurement, AIIMS Bilaspur, H.P. The Bid Security is required to protect the AIIMS Bilaspur against the risk of the bidder's unwarranted conduct. If the bidder failed to submit Bid Security before the bid end their bid will be summarily rejected and will not be considered for further evaluation.

The Bid Security shall be denominated in Indian Rupees only. The Bid Security shall be furnished in one of the following forms:
Account Payee Demand Draft/ Banker's cheque
Fixed Deposit Receipt
Bank Guarantee

The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the bidder, in favour of the **"**Miscellaneous Account, AIIMS Bilaspur, H.P. 174037"(as indicated in the NIB) payable at Bilaspur, H.P. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified in NIB.

The Bid Security shall be valid for a period of Sixty (60) days beyond the validity period of the bid.

The Bid Security of unsuccessful bidders will be returned without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.

Bid Security is required to protect the AIIMS's Bilaspur right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading, or forged without prejudice to other rights of the AIIMS Bilaspur H.P. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of AIIMS Bilaspur if it fails to furnish the required performance security within the specified period.
In the case of Bank Guarantee furnished from banks outside India (i.e., foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

**Performance Security**

The successful bidder should submit Performance Security of 5% of the Total Order Value within 30 days after receiving of Order in Physical Form in favour of **"**Miscellaneous Account, AIIMS Bilaspur, H.P. 174037" valid up to Sixty (60) days after the date of completion of all contractual obligations by the supplier.

The Performance security shall be denominated in Indian Rupees only as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed format

In the event of any failure/default of the supplier with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

Failure of the successful bidder in providing Performance Security and/or returning contract copy duly signed in shall make the bidder liable for forfeiture of its Bid Security.

**Contacting the AIIMS Bilaspur**

From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the AIIMS Bilaspur for any reason relating to NIB/Bidding Document and/ or its bid, it should do so only in writing.

In case a bidder attempts to influence the AIIMS Bilaspur in the AIIMS's Bilaspur decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the AIIMS Bilaspur.

**AIIMS's Bilaspur Right to accept any bid and to reject any or all bids.**

1. The AIIMS Bilaspur reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

# BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

WHEREAS _ (Name and address of the supplier) (Hereinafter called "the supplier")

has undertaken, in pursuance of Purchase Order/ Contract no_ dated _____ to supply ___ (*insert description of goods and services*) (Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (insert *Amount of the guarantee in words and figures)*, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This guarantee will remain in force up to _*(insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security and additional Ninety days after completion of satisfactorily CAMC period in case of CAMC security)* and any demand in respect thereof should reach the Bank not later than the above date.

……. (Signature with date of the authorized officer of the Bank)

…….. Name and designation of the officer

…….

…….. Seal, name & address of the Bank and address of the Branch

**Section-VIII**

(Format of Integrity Pact)

PRE- C O N T R A C T INTEGRITY PACT

( 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. <u>Commitments of the Bidder(s)/Contractor(s)</u>**

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. <u>Previous Transgression</u>**

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** | **Second Independent External Monitors Details** |
|---|---|
| **Name: Shri Mukesh Mittal**<br>**Adress: Z-63, Tatvam Village Sector 48 Gurgaon -122018**<br>**Email ID: mumittal@hotmail.com** | **Name: Vice Admiral Kiran Manikrao Deshmukh (Retd.)**<br>**Address: Villa no 30A, Jal Vayu Villas, Jai Kisan Club Road, Opp Airways School Sancaole. Zuarinagar, Goa 403726**<br>**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 |
| | |
| Name of the Officer | (Authorised Person) |
| | |
| Designation | (Name of the Person) |
| | |
| | Designation |
| Place_____ | Place_____ |
| | |
| Date_____ | Date_____ |
| | |
| Witness1._____ | Witness1._____ |
| | |
| (Name and address) | (Name and address) |
| | |
| 2._____ | 2._____ |
| | |
| (Name and address) | (Name and address) |

# Section-IX

# Scope of Work & Terms and Conditions

1. The Institute offers programs in healthcare to around 750+ students. There are approx. 800+ employees working with the institute. The institute require ***"Milk Parlour (i.e. Amul/ Sudha/ Verka/ Kamdhenu or similar brand)"*** Cafeteria facilities to cater casual requirement like Milk & Milk related products, refreshment as detailed in table given below: -

| Category | Milk Parlour |
|---|---|
| **Target brands** | Amul/ Sudha/Verka/ Kamdhenu or similar brand for the milk and variety of milk products, bakery, confectionaries and related ready to eat products. |
| **Proposed facilities** | The open space of approx. 200 sq ft. may be rented; the necessary infrastructure may be developed by their own cost based on the requirement. |
| **Additional / Extension Counters:**<br>More than one counter may be offered/allotted for operation as a Milk Parlor, subject to the requirements of the Institute. The successful bidder/contractor shall also be required to establish and operate additional/extension counters, wherever directed by the Institute, during the currency of the contract.<br>Such additional/extension counters shall be governed by the **same terms and conditions of the tender**, and the rent shall be payable at the **same rate quoted/accepted through the Forward Auction, calculated on a per square meter basis**, for the entire currency of the contract. | |

2. Provide Services in the Campus of AIIMS Bilaspur in the provided space on rent as per the requirement of the institution. The open space for the Milk Parlor needs to be established at the provided specific space in the campus with bidder's own cost. And for the Milk parlour & Confectionary product, open space provided on rent basis & needs to be established at the provided specific space in the campus with bidder's own cost. This Milk parlour is apart from the Hostel Mess and canteen which is already serving in the campus.

3. It is advisable for the intending tenderers to visit the campus to acquaint themselves with the actual locations of Milk parlour services to be provided along with Display and service counter setup to be developed in the provided places.
4. The agency must provide the service throughout the year without closing the Milk parlour on any day unless ordered by the administration/ Management of AIIMS Bilaspur.

5. The Service Provider shall ensure the delivery of services (Milk and Milk related products etc..) service person who should be in proper uniform along with head cap, gloves, trimmed hair, beard and nails.

6. The Mess/ Cafeteria committee / Administration of AIIMS Bilaspur may visit for the Inspection frequently, and the cafeteria vendor shall not deny access for such inspections. The AIIMS Bilaspur administration/Management has the right to take samples of all material used in cooking and check the same for quality at recognized laboratories/institution. Further, the store, the kitchen can also be inspected by the institute to ensure that only the brands allowed are being used. In case a violation is found, the Institute reserves the right to impose a financial penalty/cancellation of the contract on the repeated violation.

7. hygiene: The agency always will keep the cookhouse/dining area/ washing area/raw material stores free from flies'/cockroaches'/ mosquitoes/ rats/ objectionable material and other pests. Frequent pest control and scientific pest control measures are required to be always adopted by the agency.

8. Fire extinguisher arrangement must be made by the agency and to be always kept serviceable.

**Section-X**
**Part-I**
**Technical eligibility checklist**

**Annexure-A**

*PART-I (TECHNICAL BID SUMMARY)*
(To be submitted on the letterhead of the bidder)

| **Tender for Milk Parlour at AIIMS Bilaspur (tick appropriate)** | |
|---|---|
| Tender NO: GEM Bid No. | Date: |
| Name of the Bidder: | |
| Correspondence Address: | |
| Tel/Mob No.: | |
| Email Id: | |
| Contact Person Name: | |
| Mobile No (Contact Person): | |

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

| SL | Particular | Detail Compliance Y/N | Page No From - To | Remark |
|---|---|---|---|---|
| 01 | Details of EMD As per **Annexure I** | | | |
| 02 | Firm Registration Certificate | | | |
| 03 | Permanent Account Number (PAN) | | | |
| 04 | GST Registration Certificate | | | |
| 05 | Valid FSSAI License | | | |
| 06 | The bidder must provide a self-declaration certificate accepting all terms and conditions of the tender document as per **Annexure-II** | | | |
| 07 | The bidder must provide an undertaking confirming that the firm has never been blacklisted by any government department or has any criminal cases registered or pending against the firm or its owners/partners. This certificate must be completed as per **Annexure-III.** | | | |
| 08 | Only registered Co-operative Societies, or registered Sahkari Samities shall be eligible to participate in the tender, and the bidder must have at least 10 (Ten) years of experience in operating Milk Parlour/Milk Outlet | | | |

| | | | | |
|---|---|---|---|---|
| | services in the same field. The bidder shall submit relevant documentary evidence, such as work orders, agreements/contracts, experience certificates, empanelment letters, completion certificates, or other similar documents, in support of the claimed experience | | | |
| 09 | The average annual turnover for the last 3 financial years (2023-24, 2024-25 and 2025-26 or latest) must be at least Rs. 100 Lacs. A CA (Chartered Accountant) Certificate confirming the annual turnover must be submitted. | | | |
| 10 | If the bidder is not the original service provider (e.g., if the bidder has a franchise, partnership, or distributorship arrangement), the bidder must submit bid-specific authorization from the original service provider / Manufacturer. | | | |
| 11 | Integrity Pact on ₹50 Stamp Paper | | | |
| 12 | Annexure-B | | | |
| 13 | Any other required documents as per technical eligibility criteria | | | |
| 14 | | | | |

**Declaration**

I/we……(Name of the Authorized Representative

..... of Bidder) of (_____) do hereby declare that the entries made here are true to the best of my/our knowledge. I/We hereby agree to abide by all terms and conditions laid down in tender document.

Place & Date: (Name & signature with stamp of the bidder)

**Annexure-B**

**Packed Food Items Pricing**

All packed food items, beverages, confectionery products, dairy products, mineral water, and other packaged consumables shall be sold strictly at or below the Maximum Retail Price (MRP) printed on the product packaging. Under no circumstances shall any item be sold

above the printed MRP. Any violation in this regard may attract penalty and other action as deemed appropriate by AIIMS Bilaspur. Annexure-B items to be sold prior approval from authority.

**Packed Items list for Milk Parlour at AIIMS Bilaspur**

| Indicative Rate of packed food along with pack size | | | |
|---|---|---|---|
| **S.No.** | **Description with pack size** | **Unit** | **Offered % of discount on MRP** |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |
| 13. | | | |
| 14. | | | |
| 15. | | | |
| 16. | | | |
| 17. | | | |
| 18. | | | |
| 19. | | | |
| 20. | | | |
| 21. | | | |
| 22. | | | |
| 23. | | | |
| 24. | | | |
| 25. | | | |

**Place**

**Authorized Signatory Name**
**Designation**
**Contact Detail**

**Date**

## ANNEXURE-1

To

The Executive Director
AIIMS Bilaspur H.P. 174037

Sub: - Tender EMD Details.

Ref: - Tender No: GEM Bid No. , Date:
(Notice Inviting Tender for Milk Parlour at AIIMS Bilaspur).

Dear Sir,

The following demand draft/banker"s cheque/ bank guarantee in favour of AIIMS Bilaspur is enclosed herewith towards EMD

| **Detail of DD/BC/BG** | **Amount** | **No. and Date** | **Bank Name** |
|---|---|---|---|
| Earnest Money Deposit | | | |

Thanking you Yours faithfully,

(Authorised Signatory with Seal)

**ANNEXURE – II**

To
The Executive Director
AIIMS Bilaspur H.P. 174037

Sub: - Self Declaration Certificate

Ref: GEM Bid NO. , Date:
(Notice Inviting Tender for Milk Parlour at AIIMS Bilaspur)

Dear Sir,

With reference to the above, I am/ We are offering our competitive bids for Notice Inviting Tender for Catering Services at AIIMS Bilaspur, I / We hereby reconfirm and declare that I / We have carefully read, understood and complying the above referred tender document including instructions, terms and conditions, specifications, schedule of quantities and all the contents stated therein.

I / We also confirm that the rates quoted by me/us are inclusive of all taxes, duties etc, applicable as on date and are FOR AIIMS Bilaspur, and free delivery, unloading at AIIMS Bilaspur.

Date: Authorized Signatory

Place: Name

**ANNEXURE – III**

**undertaking**

Tender Ref: -GEM Bid No. , Date:

I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered/pending against the firm or its owner/partners anywhere in India.

I also certify that the above information is true and correct in every respect and in any case, at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date: Authorized Signatory

Place: Name