

NOTICE INVITING E-TENDER

E-TENDER

FOR

**SELECTION OF CATERING SERVICE AGENCY FOR PROVIDING
AND RUNNING MESS FACILITIES**

AT

UG HOSTELS OF AIIMS, MADURAI

E-tender No : AIIMS-MADURAI/STUDENTS-MESS/2025-26/001

ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) MADURAI

Project Cell Office, Govt.TB Hospital Campus,
Austinpatti, Thoppur, Madurai – 625008, Tamil Nadu

Website : www.aiimsmadurai.edu.in



अखिल भारतीय आयुर्विज्ञान संस्थान, मदुरै

All India Institute of Medical Sciences, Madurai (Tamil Nadu)

Under PMSSY Division, Ministry of Health & Family Welfare, Government of India
JIPMER, Puducherry - Mentor Institute Email: aiimsmaduraiadmn@gmail.com

PUBLIC TENDER NOTICE

The Executive Director, AIIMS Madurai invites E-tenders in Two Bid System through online e-procurement portal i.e. <https://eprocure.gov.in/eprocure/app> (Technical and Financial Bid) from reputed, experienced and financially sound agency for providing the Catering Services.

Sl. No.	e-Tender No.	Estimated No. of students	Estimated cost of Tender	Item Description	EMD
1.	AIIMS-MADURAI/STUDENTS-MESS/2025-26/001	250 (may increase in future)	Rs.1,00,00,000/- per year (Rupees One Crore Only)	E-Tender for Selection of Catering Service Agency for Providing and Running Mess Facilities at UG Students Hostels of AIIMS, Madurai	Rs.2,00,000/- (Rupees two lakhs only)

Bidder can download complete set of bidding document from e-procurement platform <https://eprocure.gov.in/eprocure/app>

The e-tender notice and Tender documents is also available in our website: www.aiimsmadurai.edu.in / <https://eprocure.gov.in/eprocure/app>

Bidders have to submit the bids online by uploading all the required documents through <https://eprocure.gov.in/eprocure/app>

Bids for this tender will be accepted through online only. Manual bids will not be accepted under any circumstances. The Executive Director, Madurai reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

**Executive Director
AIIMS Madurai**

All India Institute of Medical Sciences, Madurai (Tamil Nadu)

1.	EMD	Rs.2,00,000/-	
2.	Technical Bid	Annexure-I	
3.	Eligibility Criteria	Annexure-II	
4.	Scope of Work and Job Specifications	Annexure-III	
5.	Additional Terms and Conditions for submission of bids.	Annexure-IV	
6.	General Structure of the mess menu	Annexure-V	
7.	Brands of consumables permissible in Hostel mess	Annexure-VI	
8.	Financial Bid	Annexure-VII	
9.	Questionnaires	Annexure-VIII	
10.	Tender acceptance undertaking	Annexure-IX	
11.	Criminal Liability Undertaking	Annexure-X	
12.	Integrity Pact	Annexure-XI	
13.	BG Format for PSD	Annexure-XII	
14.	PFMS form	Annexure-XIII	
15.	Tender Evaluation Sheet	Annexure-XIV	
16.	Undertaking for “Not Blocklisted”	Annexure-XV	
17.	How to make payment through SBI Collect	Annexure-XVI	
18.	Critical Dates	Date (DD/MM/YYYY)	Time
A	Tender Publishing date	14.11.2025	10.00 hrs
B	Pre-Bid Meeting date	21.11.2025	11.00 hrs at Project Cell Office, Madurai
C	Bid Submission end date	04.12.2025	15.00 hrs
D	Technical Bid opening date	05.12.2025	15.00 hrs

Clarification of bidding documents

A prospective bidder requiring any clarification of the bidding documents may attend Pre-bid meeting at Project Cell Office, Government TB Hospital Campus, Thoppur, Madurai.

Amendments in Bidding Documents

At any time till 7 (seven) days before the deadline for submission of bids, the AIIMS Madurai may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. AIIMS, shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.

Note: Manual bids will not be accepted under any circumstances.

**Executive Director
AIIMS Madurai**

E-TENDERING INSTRUCTIONS TO THE BIDDERS

The bidders are required to submit soft copies of their bids electronically on the <https://eprocure.gov.in/eprocure/app> Portal, using valid Digital Signature Certificates. The Instruction given below are meant to assist the bidders in registering on the <https://eprocure.gov.in/eprocure/app> Portal, prepare their bids in accordance with the requirements and submitting their bids online on the <https://eprocure.gov.in/eprocure/app> Portal. More Information useful for submitting online bids on the <https://eprocure.gov.in/eprocure/app> Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

Instructions:

1. Tender Bidding Methodology: Two Stage Online Bidding

2. Broad outline of activities from prospective Bidders:

1. Procure a Class III Digital Signature Certificate (DSC)
2. Register on the e-Procurement portal <https://eprocure.gov.in/eprocure/app>
3. Create Users on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum in the CPP Portal by AIIMS, MADURAI
7. Bid-Submission on the above portal.
8. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part
9. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMS MADURAI's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. Digital Certificates:

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration:

To use the Electronic Tender portal <https://eprocure.gov.in/eprocure/app>, Bidders need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated.

5. The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”

6. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.

7. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

8. The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

9. Bid submission:

The entire bid-submission would be online on the CPP portal i.e. <https://eprocure.gov.in/eprocure/app>

Broad outline of submissions are as follows:

- (i) Submission of Bid Parts (Technical & Financial)
- (ii) Submission of signed copy of Tender Documents/Addendums.

10. The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid annexures. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required establishing compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

11. The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule as Annexure-VIII is to be uploaded.

12. EMD: - The Bidder must submit the Earnest Money Deposit of Rs.2,00,000/- (Rupees two lakhs only) through SBI Collect. Instructions for making payment through SBI Collect is attached as **Annexure-XVI**. Any tender without EMD will be considered as non-responsive and will be summarily rejected. Upon furnishing the security deposit by the successful bidder and upon the signing the agreement, EMD of unsuccessful bidder shall be returned within 30 days of award of work without any interest. EMD will be forfeited in case the selected bidder fails to submit the security deposit / sign the agreement / to start the mess within the prescribed time or the date scheduled in the agreement. The EMD of the successful bidder may be adjusted against the PSD on written request by the successful bidder. If not adjusted, the EMD shall be refunded on receipt of valid PSD. Notification of award shall constitute the formation of contract and EMD will be treated as Security deposit till actual amount of security deposit is furnished.

The EMD shall also be forfeited in case: -

- The Bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of this tender.
- The bidder shows reluctance during the course of tendering.

- The bidder has submitted false and fraudulent information.
- Fails to respond to queries raised by the institute.

(b) Criminal Liability undertaking on a non-judicial stamp paper of Rs.500.

(c) Tender terms and conditions acceptance undertaking on a non-judicial stamp paper of Rs.500.

(d) Integrity Pact on a non-judicial stamp paper of Rs.500. Integrity Pact is attached as **Annexure-XI**.

13. Performance Security Deposit: As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) shall deposit an amount equal to 05 (Five) % of Annual Contract value towards Security Deposit within 15 days of award of contract by way of BG/FDR in favor of “The Executive Director, AIIMS Madurai” drawn from any commercial bank and payable at Madurai. Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard. Security deposit will remain valid for the contract period plus 90 days. In case the contract is extended, the PSD validity shall also be extended accordingly. Failure to renew the PSD at least 15 before expiry will be treated as a material breach. The PSD will be refunded without interest after 90 days on completion of all contractual obligations of the agency including statutory obligations. After successful completion of contract period, outstanding dues to Institute, if any, will be adjusted from PSD. The amount as deposited may be increased at the later date of contract value so increases. In case the contractor fails to remit the ESI / EPF of his employees to the respective concerned department or fails to pay their wages or fails to refund the balance amount to students, or fails to remit the penalty / compensation to the institute, institute reserves the right to use the PSD without permission of the contractor. PSD amount will be reviewed by the Mess Committee in every year in month of February to ensure its adequacy for meeting ESI / EPF / wages of his employees or the balance amount to students or the penalty / compensation. Security Deposit to be furnished within 15 days of issue of work order and signing the Contract/Agreement. The Institute also reserves the right to take any other action as deemed necessary against such tenderer. The successful tenderer, if fails to execute the agreement within the stipulated period, he will also be liable for all damages arising there from such default including the cost of conducting fresh tenders and the increase in rates if any, in the subsequent tender and shall compensate for all losses sustained by the Government/Institute in this regard.

14. Other Instructions: For further instructions, the Contractor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

15. The following ‘FOUR KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization’s concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc.)

16. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission.

17. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

18. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

19. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

**Executive Director
AIIMS Madurai**

TECHNICAL BID**Name of the Firm:** _____

1.	Full Postal Address with Telephone Number Year of Establishment	
2.	Name, Address & Tel. No. of the Executive Director / Proprietors & Chief Executive of the firm	
3.	The Executive Director/Proprietors, Partnership / Company / Chief Executives of the firm should also be enclosed with proof of ownership with registration number along with MoU / Deed	
4.	Copy of License/Registrations with appropriate authority	
5.	Municipal license for establishment of catering services or mess operation or restaurant	
6.	License under Food Safety and Standard Act 2006. (FSSAI)	
7.	Registration Certificate from Regional Labour Commissioner (Central) Madurai and Labour License of the said authority.	
8.	ESI Number and EPF Number	
9.	PAN Number	
10.	Income tax returns for the last 03 years commencing from 2022-23, 2023-24 and 2024-25 consecutively.	
11.	GST Number	
12.	Audited balance sheets for given financial years duly certified by Chartered Accountant having the average annual turnover of minimum Rs.1,00,00,000/- and above during the Financial years from 2022-23, 2023-24 and 2024-25 consecutively:	
13.	Total number of employees (as on date of submission of tender)	
14.	Additional manpower with the Firm	

	(They should be engaged immediately if the contract is awarded)	
15.	Experience of minimum three years for providing catering services to Govt. Agencies / Autonomous Organization / Hospital / Institution / Corporate Body. (enclose certificates).	
16.	The tenderer should submit minimum experience of running of the mess/catering services by serving minimum 600 persons in a day (enclose proof of document to support the claim, enclose work order and satisfactory completion certificate as proof of document. One ongoing contract with Educational Institute owned by Central / State Govt).	

The tenderer should submit minimum experience of three years for successfully running of the mess/catering services by serving minimum 600 persons (enclose proof of document to support the claim, enclose work order and satisfactory completion certificate as proof of document) as per the following format.

Sl. No.	Name of the Organisation whom the services are provided with complete Postal Address with Tel./Mobile No.	Name & Designation of the Employer's contact person with Tel/Mobile No.	Date from which the contract was awarded/completed		No. of persons deployed by your firm	No. of persons served
			From	To		

Full Address of the Firm with Tel No.

Signature of the Tenderer

Date

Seal

Documents to be attached to the e-tender
(To be enclosed with Technical bid – Cover 1)

TECHNICAL BID: TECHNICAL BID AS PER ANNEXURE-I DULY SIGNED AND AFFIXING STAMP ON EACH PAGE ALONG WITH ALL THE NECESSARY DOCUMENT AS PER TECHNICAL BID FAILING WHICH THE BID OF THE TENDERE SHALL BE REJECTED:-

Sl. No.	Details of Documents to be submitted	Page No. (From – To)
1.	Particulars of Experience along with certificates, testimonials	
2.	Copy of Valid Registration certificate	
3.	Copy of Municipal License for Mess operation	
4.	License under Food Safety and Standard Act 2006 (FSSAI)	
5.	Copy of Labour License: (If labour license is not available, at the request of successful Bidder form-5 will be issued by the Institute).	
6.	Tender Acceptance Undertaking on non-judicial stamp Rs.500. (Annexure-IX)	
7.	Criminal Liability Undertaking on non-judicial stamp Rs.500. (Annexure-X)	
8.	Integrity Pact on a non-judicial stamp paper of Rs.500. (Annexure – XI)	
9.	Copy of EPF Registration:	
10.	Copy of ESI Registration:	
11.	Copy of GST Registration:	
12.	Certificate/verification from local police station: (To be submitted within 30 days if job is awarded)	
13.	Power of attorney:	
14.	Permanent Account Number (PAN):	
15.	Reference of reputed Customers:	
16.	Scanned copy of Bid Security Declaration form (Annexure-XII)	
17.	Income tax return for the financial year 2022-23, 2023-24 & 2024-25 consecutively.	
18.	Copies of Work Orders.	
19.	Copies of the audited balance sheets, including all related notes, income statements for the last three audited years, duly certified by Chartered Accountant/ Company Auditor under his signature & Stamp.	
20.	PFMS Form	
21.	Solvency certificate / proof for financial sound	
22.	Questionnaire (Annexure-IX)	

ELIGIBILITY CRITERIA FOR THE TENDERING COMPANY/FIRM/AGENCY

1. The Tenderer may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per law valid at least for 12 months from the date of the opening of tender.
2. The tenderer should have minimum 3 years experience for successfully running of the Mess/Catering Services by serving approx 600 persons or more in one unit in a day in Govt. Agencies/Autonomous Organization/Hospital/Institution/Corporate body. Certificate of performance (issued after the date of advertisement) should be enclosed from the Organization(s), where the job has been carried out as per format.
3. The tenderer should have minimum three years experience in doing similar nature of work and have successfully completed the same. Tenderer should submit the copy of the same.
 - a) One similar work of value equal to 80% of annual cost of work i.e. not less than **Rs.80,00,000/-** from any Govt. Agencies/Autonomous Organization/Hospital/Institution/Corporate Body in each last three financial years i.e. **2022-23, 2023-24 & 2024-25.**
 - OR**
 - b) Two similar works of value equal to 50% of annual cost of work or not less than **Rs.50,00,000/-** each from any Govt. Agencies/Autonomous Organization/Hospital/Institution/ Corporate Body in each last three financial years i.e. **2022- 23, 2023-24, 2024-25.**
 - OR**
 - c) Three similar works of value equal to 35 % of annual cost of work or not less than **Rs.35,00,000/-** from any Govt. Agencies/Autonomous Organization/Hospital/Institution/ Corporate Body in each last three financial years i.e. **2022- 23, 2023-24, 2024-25.**

NOTE: The bidder cannot club the similar value of work as mentioned above.

4. The tenderer should have and furnished the attested copy of License/Registrations with appropriate authority:
 - a. Registered under the Food Business Operator (FBO) and must have FSSAI certificate/License under Section 31(1) FSSAI Act 2006, also to follow the General Hygienic and Sanitary Practice(GHSP) as stipulated in Part V of Schedule 4 of FSS (Licensing and Registration of Food Business), Regulations,2011. With renewed valid FSSAI
 - b. Catering, food outlet & labour license.
 - c. Municipal license for establishment
 - d. Registration Certificate from Regional Labour Commissioner (Central) & Labour License of the said authority
 - e. ESI Number & EPF Number
 - f. TIN
 - g. PAN Number
 - h. GST No.
 - i. Income tax return for the financial year 2022-23, 2023-24 & 2024-25 consecutively

6. Conditional bids shall not be considered and will be out-rightly rejected in very first instance.
7. The bidder should have their registered office / branch in Madurai. If not, an office should be opened in Madurai within 30 days from the date of the award of work.
8. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency) and bidder has to submit certificate on letter head.
9. The bidder shall submit affidavit that the agency is/ has not been blacklisted by any organisation of Central Govt. / State Govt. / any PSU on stamp paper of ₹ 100/- as per **Annexure-XV**.
10. Satisfactory performance certificate issued by the organisation as per Sl.No.2 of eligibility criteria issued during the last three financial years.
11. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
- a. Catering, food outlet & labour license
 - b. Food Safety and Standards Authority of India (FSSAI)
 - c. Municipal license for establishment
 - d. Registration Certificate from Regional Labour Commissioner (Central) Madurai & Labour License of the said authority. (In case not available then undertaking on letter head to submit within 30 days if job is awarded)
 - e. ESI Number & EPF Number
 - f. VAT/TIN
 - g. PAN Number
 - h. GST No.
 - i. Income tax return for the financial year 2022-23, 2023-24 & 2024-25.
 - j. An attested copy of the certificate of registration/incorporation (with MoA/AoA) pertaining to the legal status of the bidder / Partnership deed with registration certificate
 - k. Bank account details.
 - l. An Authorization Letter from bidder in favour of person signing tender documents.
 - m. Copy of relevant ISO certification for the food quality & hygiene practices or food safety in food preparation, storage and supply etc – optional*
 - n. Details of catering business of the Bidder
 - o. Agency has to provide a list of manpower to be deployed to run the Mess and existing manpower under ESI and PF muster roll in various locations.
12. The bidder shall be responsible for engaging adequate number of Cooks having experience of minimum 2 years of cooking with specialization in North Indian and South Indian along with sufficient trained manpower to provide good quality of mess services in AIIMS Campus at his own cost. The bidder will ensure discipline and clean character employees with no police cases etc. be deputed at the Institute. Institute will provide only Space for Kitchen, Dining Area, Stores, Staff Toilet, water and electricity to the contractor.
13. The bidder should have minimum 3 years experience for successfully running of the Mess/Catering Services by serving approx. 600 persons or more in a day in Govt. Agencies/ Autonomous Organization/Hospital/Institution/Corporate body. (enclose work order and satisfactory completion certificate as proof of document) as per the following format.

Sl. No	Name of the Organisation whom the services are provided with complete Postal Address with Tel/Mobile no	Name & Designation of the Employer's contact person with Tel/Mobile no.	Date from which the contract was awarded/completed		No. of persons deployed by your firm	No. of persons served.
			From	To		

Full Address of the Firm with Tel. No.

Signature of Tenderer

Date:

Seal :

SCOPE OF WORK & JOB SPECIFICATIONS

There is one mess each in UG Boys and UG Girls Hostel consisting of a common Kitchen and separate dining halls, as per following details:

S. No	Dining Facility	No. of students
1.	Dining Hall at Two places (nearby)	UG Boys Hostel - 160 Nos. (approx.) UG Girls Hostel - 90 Nos. (approx.)

1. Strict adherence to the timings, menu and prices will be made as determined by the Mess Committee in consultation with the Contractor.

2. To provide breakfast, lunch, evening tea/coffee with snacks and dinner, the expected number of students will be about 250 (approx.) which may further increase in future.

During the summer and winter vacations, mess shall be opened, with the prior permission from the Institute. The number of students in summer and winter vacation may be reduced but will never be NIL which cannot be guaranteed by the Institute.

3. The bidder shall, at his cost, maintain adequate stocks of food grain, grocery etc., and adhere to the standards, as prescribed by the Institute.

4. No food which is cooked in the Mess shall be taken outside the premises without prior permission of the competent authority.

5. Vegetarian and Non Vegetarian food will be cooked and served separately along-with separate utensils.

6. **Type of Service**: Self-Service with minimum of one counter for every 75 students with a provision for serving items by the servers.

7. The bidder shall purchase, install and maintain equipment necessary for the smooth functioning of the mess. Cooking utensils & Crockery, cutlery, glass ware, bowls, dining plates, etc. will be the responsibility of the bidder. Institute will not provide any such items. The contractor will make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment etc. Any Plastic items like paper cups/plates/utensils should not be used. Expenses on repairs and maintenance of equipment, if any, shall be borne by the bidder.

8. Refilling of commercial Gas cylinders and procurement of good quality provisions and other consumables will be the responsibility of the bidder. (Storage of additional gas cylinders to be done at a place as prescribed by Fire Safety Officer for Fire safety to avoid risk of fire). Sufficient number of Firing extinguisher to be placed in mess/ dining, kitchen area. Required safety measures to be observed by the bidder.

9. No Income generation be made by the bidder by selling in-house cooked food and also no outsider will be allowed to consume food etc. in Mess. Strict adherence to this shall be applied to bidder.

10. Security of licensed premises, equipment, fittings and fixtures, furniture etc. will be the responsibility of the bidder.

11. Cleaning and Housekeeping of Kitchen, dish-wash area, hand-wash area and dining area, will be the sole responsibility of the Bidder. Cleaning of Utensil, Cutlery, Crockery & Kitchen Equipment, furniture will also be the sole responsibility of the Bidder. The Bidder will maintain full cleanliness and hygienic conditions in the mess area. All the plates, serving/ cooking utensils have to be washed every time after use and the plates and spoons have to be sterilized every week. Cooking vessels, serving accessories etc., has to be sterilized every week. The mess hall and kitchen has to be disinfected every month by the Bidder. Fly catchers, mosquito repellent be used by the bidder on regular basis. It shall be the responsibility of the bidder that the kitchen be a pest- and insect-free area. The bidder shall engage a pest control agency to control pests like rats, lizards, cockroaches, fly, and insects in the kitchen. Bidder should also provide hand sanitiser and handwash.

12. The Bidder will ensure that Water Coolers and purifier are regularly cleaned and maintained and also as per the instructions by the Hostel Superintendent/warden and mess committee (authority)/Institute.

13. The garbage collected from the kitchen, dining halls, dish wash area should be disposed off right away by the bidder. No garbage should be dumped in and around the campus. The surroundings shall be kept clean and hygienic at all times. Bins with lids should be made available.

14. The Competent Authority reserves the right to check on cleanliness and upkeep of the premises and quality of provisions & food at any time. Bidder must use cleaning material of high quality.

15. The workers of the contractor should maintain personal hygiene and proper dress code be applied. They should behave politely and be amenable to discipline. If in the opinion of the competent authority, the performance of any of the workman deployed is not satisfactory or he / she is not amenable to discipline or his / her behaviour is not conducive to retain him / her for their work, he / she shall have to be replaced immediately. The workers should have ID cards with them. There should be proper uniform to the mess works. Each mess should have separate supervisor and set of workers. Bidder must submit list of workers deployed within the campus, police verification certificate and half-yearly medical report of them.

15. The proprietor or his representative of (Bidder) shall attend the monthly meeting of the Mess Committee failing which penalty as deemed fit by the Mess Committee/ Institute will be imposed. Meeting can be called for by mess committee for any special circumstances with a notice period of 1 day.

16. No accommodation except the changing/resting room will be provided to the Contractor's workmen.

17. Notwithstanding any other provisions made in the contract, the Executive Director, AIIMS Madurai reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in the interest of the Institute. The contractor is not eligible for any compensation or claim in the event of such cancellation.

18. The items of food served and its quantity/quality will be checked by the Mess Committee/Institute. Such quality audit may be a test audit or random audit. In case of dispute on quality between Bidder and the quality assessment team, the Executive Director, AIIMS Madurai will be the sole arbitrator and his/her decision shall be final and binding on both the parties.

19. The vendor will provide software for maintaining the attendance record of students, based on which monthly bills will be generated.

20. License fee of Rs.5,000/- per month should be paid by the caterer to the Institute. Hostel mess license fee will be increased by 10% per annum. The Institute shall provide the following:

- a) Water for Cooking, Washing and Cleaning, Drinking Water at free of cost
- b) Electricity for the exclusive purpose of running the kitchen and dining facilities on chargeable basis. Sub-meter will be installed by the Institute and payment to be made on monthly basis by the bidder at the rate of TNPDCCL prescribed for commercial purpose.

Every effort must be exercised by the caterer to minimize electricity and water usage.

21. The Executive Director, AIIMS Madurai reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the institute by others and such alterations and variations shall not violate this contract.

22. Bidder has to maintain a register for informing the non-availing mess facility by the students.

23. Subject to the prior notice to the mess bidder before 48 hours, Students who do not avail mess facility due to any reason for a period of five or more than five days at a stretch will be eligible for proportionate rebate after deducting suitable handling charges towards to meet out mess operational cost. The handling charges will be 25% of the total non-messing period (absent days) but normally it shall not be extended more than 30 days in a semester but in case of dire emergency or declaration of lockdown/closure, such rebate may be given for entire period after deduction of suitable handling charges, as decided by the Institute. Rebate will not applicable during semester break. Handling charges will be payable to Mess Contractors.

24. Every student residing in the respective hostel is required to avail Hostel Mess facility compulsorily and there is no exemption except exceptional cases, as decided by the mess committee and hostel committee. The Hostel Mess charges will not be deducted automatically, even, if they have not availed the mess for a single day or single food / drink of a day.

25. However, in case, any students, due to medical emergency unable to avail mess facility for more than 5 days, The proper exemption order will be issued by hostel committee in favour of student with a copy of Hostel Warden and Mess Contractor

26. Food / any other item should not be served inside the room of hostel inmates unless in exceptional cases or ill health on directives of Hostel Authorities. Contractor shall provide light food / customised food as prescribed by the doctors of AIIMS – Madurai to the sick students during sickness period (subject to maximum of 5 days per sick) and no extra charge will be paid for the same.

27. Bidder or his representative is required to remain present in the mess when the food served in the mess.

28. Liability/responsibility in case of any accident-causing injury/death to mess worker/s or any of his staff and employees / visitors of AIIMS – Madurai shall solely be the liability of the Mess Contractor. The Hostel Section / Institute Authorities shall not be responsible by any means in such cases.

29. Non-fulfilment of the contract on any grounds will result in forfeiture of part or whole of Security Deposit / Earnest money deposit amount. The Institute also reserves the right to debar such Contractor from future tenders. Besides this the contractor will also be liable or all damages arising from such default including the cost of conducting fresh tenders and the

increase in rates in the subsequent tender and shall compensate for all losses sustained by the Institute in this regard. Penalty as decided by the Institute may also be levied in case of non-performance or poor performance of the contract. If necessary, contractor would be blacklisted.

30. The quoted price includes all cost / expenses [illustratively including wages, fuel cost, procurement of provisions and vegetables of good quality & other items and etc... Further, the cost of these raw materials shall be inclusive of loading and unloading, transportation, storage at kitchen premises, statutory taxes, duties and all other levies (existing and which may be imposed from time to time) for which no additional cost is payable or reimbursable by the Institute].

31. Bidders should not use any artificial colour, preservatives and other harmful chemical additives' (say, for example, mono- sodium glutamate) in any of the dishes or even store them in the canteen premises.

32. The food shall be neither too spicy nor too oily.

33. The Mess should be run in the name of the Institute and other name should not be used. The walls and surroundings of the canteen should not be used for paintings/ advertisement.

34. The bidder should not cater items which are not approved. As per state Govt. guidelines, cigarettes, pan & Gutkha, liquor etc., are strictly prohibited.” NO-TOBACCO ZONE in and 100 meters away from Institute gate.” Storage / consumption of any alcoholic drink / liquor is strictly prohibited. The Bidder shall not serve any of such substance / drink in mess / hostel. Smoking, consuming gutakha, tobacco etc. is also prohibited in mess premises.

35. The Bidder and his workers must behave politely with hostel inmates, clients, parents, PwDs and AIIMS officials. In case any misbehave or misconduct reported the contract will be terminated.

36. No legal right shall vest in the contractor's workers to claim employment or otherwise absorption in AIIMS - Madurai nor the contractor's workers shall have any right whatsoever to claim the benefit and/or emoluments that may be permissible or paid to the employees of AIIMS - Madurai. The workers will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to his/her workers before deputing them to work at AIIMS - Madurai.

ADDITIONAL TERMS AND CONDITIONS FOR SUBMISSION OF BID

The ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) MADURAI invites online e-Tender in two-parts from the reputed, experienced and financially sound Contractors for selection of Catering Service Agency for Providing the Running Mess Facilities for students Hostels of AIIMS Madurai through only online e- procurement portal i.e. <https://eprocure.gov.in/eprocure/app> per details given in Annexure-I. Bids for this tender will be accepted through online only. Manual bids will not be accepted under any circumstances.

1. Duration of Contract – The contract period shall be one (1) year from the date of award of work order. The first three (3) months shall be treated as a performance probation period during which the Institute may terminate the contract by giving 15 days notice if services are unsatisfactory. On satisfactory performance, the contract may be extended for one additional year on the same terms and conditions or with mutually agreed revisions. The maximum duration, including extensions, shall not exceed two (2) years.

2. Minimum of 250 days/year membership for mess is compulsory for every student residing in the hostels.

3. The bid should be complete in all respects. Incomplete bids will not be considered at all.

4. A list of reputed clients to whom the firm has provided Mess facility to be furnished along-with the bid.

5. Bids should be valid for a period of 180 days from the closing date of tender.

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

The Contractor will be fined in case of violation of the following rules on the recommendation of the Committee as mentioned below.

A. Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 3,000/-.

B. 3 or more complaints of insects / worms and/or foreign object (stones / pebbles / glass pieces / nails / plastic and etc) found in any food item would invite a fine of Rs. 5,000/-

C. 3 or more complaints of unclean utensils in a day would lead to a fine of Rs. 5,000/-

D. If Committee agrees that certain meal was not cooked properly then a fine of Rs. 5,000/-

E. If food for any meal gets over within timings of mess and waiting time is more than 30 minutes for lunch and dinner, and 20 minutes of breakfast and Tiffin then a fine of Rs. 5,000/-.

F. Changes in menu of any meal without permission of committee would result in a fine of Rs. 10,000/-. The caterer shall provide catering services as given in the menu annexed to the tender document.

G. Fine on any discrepancy (personal hygiene of workers, misbehaviour by workers etc.) will lead to fine of Rs. 10,000/-.

H. For any rules stated in the agreement: -

a. First violation of the rule implies fine as per the rule, mentioned above

b. Second and subsequent violations of the same rule within 30 days of previous fine will attract triple the initial amount of fine on the part of Contractor.

I. Absence of proprietor or his representative empowered to take decision from mess council meetings on due invitation (which will be held once every month) will attract a fine of Rs. 25,000/-.

- J. As and when Committee proposes a fine it will inform the representative of the Contractor or mess manager and fine will be imposed after due approval of the Competent Authority.
- K. Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine up to Rs. 50,000/- decided by the Committee.
- L. Severity of hygiene shall be assessed and decided by the Committee, sanitary inspector, Dietician and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a fine up to Rs. 50,000/- cash and/or summary termination of the Contract.
- M. If perished food is served, the awarded contract shall be terminated and their Security Deposit shall be forfeited.
- N. uncleanliness in kitchen, dining, dish-wash, hand-wash areas, un-removal of garbage, long waiting time of students or not properly cooked fine would be Rs.5,000/-

7. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference and forfeiture of the Performance Security Deposit.

8. AIIMS Madurai requires that the bidder suppliers and contractors observe the highest standard of ethics during the execution of such contracts. In pursuit of this policy, the following are defined:

- A. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
- B. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence procurement process or the execution of contract.
- C. "Collusive practice" means a scheme of arrangement between two or more bidders, with or without the knowledge of purchaser, designed to establish bid prices at artificial, noncompetitive levels; and "coercive practice: means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of contract.

9. The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question. The Decision of The Executive Director, AIIMS Madurai shall be final and binding in this regard.

10. The Bidder must quote the rates as monthly charges per student (all inclusive) and no separate tax or charges will be paid in the event of the offer being accepted.

11. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

12. In case of tie at the lowest bid (L1), the order shall be placed on the L1 bidder having a higher turnover in the previous financial year 2024-25.

13. AIIMS Madurai reserves the right to accept or reject any or all bids without assigning any reasons.

14. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out rightly.
15. The period of the contract may be extended for mutually agreed period after the successful Satisfactory completion of initial contract at the discretion of the AIIMS Madurai. This office, however, reserves right to terminate this contract without assigning any reason thereof at any time after giving one month notice to the selected service providing Company / Firm / Agency.
16. The Executive Director, AIIMS Madurai reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.
17. The Executive Director, AIIMS Madurai reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
18. The Executive Director, AIIMS Madurai does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
19. The contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to AIIMS Madurai and shall indemnify AIIMS Madurai against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which AIIMS Madurai may be party or involved as a result of the contractor failure to comply and of the obligation under the relevant act law which the contractor is to follow.
20. The catering services will be provided to the Students at the fixed rate during entire period of contract and extended period; if contract is extended, vendor will not be allowed to revise the charge / rates quoted for any reasons during the contract period or its extended period.
21. Student can avail mess leave by informing the service provider 48 hours in advance. Mess charges will not be taken for such periods. Any unauthorized absence will not allow mess rebate.
22. The timings and working days of the mess will are regulated by the committee.
23. The contractor shall display the list of items & rates in the premises for extra items other than menu.
24. The Mess including kitchen, dining, dishwash and handwash areas should be kept neat & clean and mopped after every meal (breakfast / lunch / dinner) for free of unhygienic conditions. All plates, spoons, glasses and other cutleries are to be cleaned up in soap solutions and hot water and kept ready for next meal
25. The responsibility of maintaining the cleanliness and hygienic condition of the Mess will be of the contractor, at his own cost and proper disposal of waste. In case of violation of this condition, Committee may have the right to impose a fine and the contract may be cancelled by giving notice with appropriate duration to vacate the premises.
26. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.

27. The Contractor must have registered under the Food Business Operator (FBO) and must have FSSAI certificate under Section 31(1) FSSAI Act 2006, also to follow the General Hygienic and Sanitary Practice (GHSP) as stipulated in Part V of Schedule 4 of FSS (Licensing and Registration of Food Business), Regulations, 2011.

28. The contractor shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found then the same will be recovered from the contractor. The contractor shall take adequate fire pre-cautions.

29. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the Institute.

30. The successful tenderer shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the Mess staff. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of clothes etc. will be allowed in the Mess. The premises of mess shall be used for the purpose for which allotment will be made and not for any other purposes without written permission of the institute.

31. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.

32. Quality of food/services provided will be inspected / checked from time to time and if found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, if deemed necessary. Contractor will ensure cooked food and uncooked is stored properly and no stale food is served. In case of food poisoning, the contractor will be solely responsible and will be penalised besides legal actions.

33. The conduct/characters/antecedents and proper bonafide of the workers in the Mess shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees (permanent, temporary, casual) to the DSW and Mess Committee (Institute). All the employees should be police verified.

34. The decision to award the Mess services contract will be taken on the basis of prices quoted, feasibility, quality and quantity.

35. The contractor will use only the commercial cylinder and ISI marked gas stove for the purpose of cooking.

36. Tenderer shall not sell any cigarette, bidi, pan, alcohol etc. In the Mess and in the AIIMS premises, if anyone is found indulged in this business the person shall be asked to leave the campus immediately and the tenderer shall be liable to lose the contract for breach of this condition.

37. As regards quality of materials and preparation, the contractor shall ensure that:

- (a) Food ingredients, additives and materials must be of best quality available in the market,
- (b) Vegetables, bread, fruits, chicken / mutton / fish etc... and other such perishable items should be purchased fresh from the market on daily basis,

- (c) The Tenderer shall take meticulous care to provide clean and quality food in all preparations,
- (d) The menu given in the tender should be invariably followed. The committee members shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day, and
- (e) Waste and garbage disposal must be done twice a day on regular basis.

38. The Contractor shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.

39. The Contractor shall not utilize the premises and facilities of the Institute to cater any other client, other than AIIMS Madurai students, faculty, staff and visiting faculties/guests.

40. The Contractor shall not keep the Mess closed without prior permission from the AIIMS Madurai authority. Any such incident shall be treated as breach of contract and suitable action including Penalty shall be taken for the same by AIIMS Madurai, as it may deem fit.

41. The Contractor shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the Mess services.

42. LEGAL TERMS AND CONDITIONS:

There must be at least one Manager at each of the individual two locations available during all times when the food is being served. There must be adequate staff available (cooking and Support Staff) at all the two locations failing to which the Contractor can be fined upon.

- a. The Tenderer and his staff shall abide by various rules and regulations of AIIMS Madurai as prevalent from time to time.
- b. The Tenderer shall comply with all existing labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act,
- c. Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Tenderer in respect of non-compliance of any Labour legislation in force during the validity of the contract, the Tenderer would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
- d. The Tenderer shall submit to AIIMS Madurai list of all workers engaged to carry out the catering work, indicating name, age, home address, qualifications, etc, and would also intimates and when any change takes place. The Tenderer shall not at any time engage any minor to carry out the work under the contract.
- e. The Tenderer shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- f. AIIMS Madurai would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS Madurai rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff. The decision of AIIMS Madurai's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS Madurai shall have the right to engage any other tenderer to carry out the task.
- g. All the workers engaged by the Tenderer for carrying out tasks under this contract, shall be deemed to be the employees of the Tenderer only. The tenderer shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers,

- etc. The tenderer shall also provide its workers photo-identity cards which shall be checked by the AIIMS Madurai, as and when necessary.
- h. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
 - i. The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling or any immoral act.
 - k. AIIMS Madurai reserves the right to check cleanliness and upkeep of premises and quality of provisions, and quality of the food.
 - l. The dining hall will be furnished by the AIIMS but it will be maintained in good décor and hygienically by the catering contractor.
 - m. The Oil that remains from deep frying at the end of the day shall be disposed off and should not be recycled. A record book must be maintained and be made available to mess committee at all individual locations noting down the daily consumption of oil, the information regarding the amount of used oil left over and amount of oil disposed.
 - n. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Institution from the agency.
 - o. The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the AIIMS Madurai.
 - p. **Dispute Settlement:-** It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Executive Director, AIIMS Madurai whose decision shall be final and binding on both the parties.
 - q. vendor can terminate the contract by giving notice in 3 months advance.

43. Payment Terms:

a. Monthly Mess Charges – All students of the hostel have to pay the mess charges on monthly basis well in advance to the institute. Students have to take no dues for the mess fees from the concern authority before appearing the examination or leaving the institute on completion of course.

b. Payment to service provider- Payment will be done to the service provider on producing monthly bills verified by the Hostel Superintendent. The process will follow all applicable GFR rules.

c. The monthly bill shall include supporting documents, - satisfactory performance certificate from committee - attendance of workers in mess verified by Hostel superintendents and wardens - Bank Statement/bank challan as proof of payment to workers salary, other supporting documents - GST return of previous month. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

d. Similarly, as and when faculty /Staff/visiting faculty / visitors avail Mess services subject to willing of caterer, such charges should be collected by the caterer directly, and the Institute shall not be responsible for the same.

e. Monthly bills shall be supported by the following documents.

- ✓ Proof of payment of wages through bank transfer
- ✓ EPF / ESI challans and attendance records
- ✓ GST invoice and return acknowledgement

f. The bills, once verified, shall be processed for payment within 45 days of receipt by the Institute.

g. AIIMS Madurai reserves the right to conduct audit or inspection of records with 7 days of notice.

44. Arbitration: If any difference arises concerning this agreement, its interpretation on payment to be made there- under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by the Executive Director, AIIMS Madurai. The provisions of Arbitration and Conciliation Act 1996 shall be applicable. The award passed by the arbitrator shall be binding on both the parties.

45. Subletting of Work: The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS Madurai, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

46. Breach of Terms and Conditions: In case of breach of any terms and conditions as mentioned above, the Executive Director, AIIMS Madurai or any Officer authorized by him, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS Madurai in that event the security deposit shall also stands forfeited.

47. Insolvency etc.: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS Madurai shall have the power to terminate the contract without any prior notice.

48. The AIIMS Madurai, reserves the right to review the performance of the firm every three months or whenever a need arises, and also to terminate the contract at any point of time during the currency of the contract in case of performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the Executive Director, AIIMS Madurai or any Officer authorized by him shall be binding on the contract firm. The AIIMS Madurai further reserves the right to renew the contract for such period(s) as it may deem necessary, taking into account the satisfactory performance of the firm during the currency of the contract.

49. In case of pecuniary and material loss suffered by the Institute on account of negligence attributable to the Contractor or his employees, the AIIMS Madurai will have the right to forfeit the Security Deposit falls short or found to be insufficient to the loss thus incurred by the Institute, the balance, as may be necessary shall be recovered from the contractual charges due to the contractor's firm.

50. The standard of sanitation will always be up to the satisfaction of the authorized representative or the officer-in charge whose decision in this regard shall be final and binding on the contractor.

- 51.** The contractor shall supply to his workers all gadgets/articles required for safety purposes, such as gas masks, torch, safety belt, gas lantern etc. He may also maintain a First Aid Box to meet any emergency situation in respect of staff deputed by him.
- 52.** Surprise/routine checks will be conducted by representatives of the administration. On such rounds, if any unsatisfactory performance/non-compliance with the contract is found, AIIMS Madurai reserves the right to impose a monetary penalty up to 10% (Ten percent) of the actual contract value.
- 53.** Conditional bid will be treated as unresponsive and it may be rejected.
- 54. Applicable Law:**
- The contract shall be governed by the laws and procedures established by Govt. of India, Within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
 - Any disputes arising out of or relating to contract is subject to exclusive jurisdiction of Competent Court and Forum in Madurai, Tamil Nadu, India only.
 - The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Madurai. The decision of the Arbitrator shall be final and binding on both the parties.
 - Institute reserve the right to obtain clarifications and additional documents if any missing before finalization.
- 55. Hygiene & Other Standards for the staff provided by the Contractor:**
- The contractor shall be responsible for behaviour and conduct of his workers. No workman with doubtful integrity of having bad record shall be engaged by the contractor.
 - The employees should be in proper uniform and apron at the time of work. The uniform provided to the workers by the contractor should be different and distinguish from other categories of the Institute staff with name plate & badges or Identity cards.
 - The employees should be presentable in appearance i.e. well cut and groomed hair, properly combed, neat shaved, clipped nails while cooking food etc.
 - Contractor/service provider shall get medical examination of the staff deployed to ensure that they are free from any contagious diseases and/or are fit for discharge of duties as are assigned to him/her their medical certificate after every six months shall be provided starting from the date of start of work.
 - The Contractor shall provide its staff, a minimum of two sets of uniforms. The employees shall also display a photo identity card on their person clipped to the shirt at all times.
 - Police verification of the mess workers should be completed within a month of deployment.
- 56. Right of the AIIMS Madurai:** - The AIIMS Madurai reserves the right to suitably increase/reduce the scope of work put to this Tender. In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the contract Document, interpretation of the Clauses by the AIIMS Madurai shall be final and bindings on both the Parties.
- 57.** Agreeing to execute order to the satisfaction of The Executive Director, AIIMS Madurai or his authorized representatives within the stipulated time.
- 58.** AIIMS Madurai will not be liable for any obligation until such time AIIMS Madurai has communicated to the successful bidder of its decision to release the Work Order.
- 59.** AIIMS Madurai will not be responsible for any postal delays.

60. Bidders shall note that AIIMS Madurai will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.

61. Tenders from Firms/Companies/Tenderers whose performance was not satisfactory in respect of quality of services in any organizations, are liable for rejection. The tenders that do not comply with the above criteria and other terms & conditions are liable for rejection.

62. The Executive Director, AIIMS Madurai does not bind to accept the lowest quotation and reserves the right to himself, to reject or partly accept any or all the quotations received without assigning any reason.

63. All disputes arising out of or relating to this tender or in connection with executing the work order will be subject to the Jurisdiction of the Courts/forum in Madurai only.

64. An agreement shall be signed with the successful bidder as per prescribed format.

65. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the AIIMS Madurai from the Contractor.

66. Termination and Handover :

- ✓ Either party may terminate the contract by giving 60 days written notice.
- ✓ Upon termination, the contractor shall ensure orderly handover of stores, kitchen equipment and records within 15 days.
- ✓ Final settlement shall be completed within 60 days after adjusting dues or penalties, if any.

67. Clarification on subcontracting and Joint Ventures :

- ✓ Subcontracting is not permitted without prior written approval of AIIMS Madurai.
- ✓ In case of a Joint Venture, one partner shall be designated as Lead Partner, fully responsible for contract execution.

AIIMS Madurai - MESS MENU

Days	Breakfast	Lunch	Evening snacks	Dinner
Monday	Ponganalalu, coconut chutney, tomato chutney, milk.	Egg curry (2 eggs), lady finger, rice, Chapati, Dal, curd Papad.	Moong dal packet 50gm, tea.	Masala Dosa, Sambhar, semiya kheer 100ml, Coconut chutney
Tuesday	Idly, Vada (1), sambhar, Coconut and tomato chutney, milk.	Cauliflower 65 100gm, Dal, rice, Chapati, curd Papad.	Roasted peanuts (100 gm), Tea.	Rice, parotta×3, chana curry, chicken curry125gm, Curd, dal, seasonal fruits
Wednesday	Uttapam, Sambhar, Coconut and tomato chutney, milk.	Chicken 125gm, rajama curry, sambar, Papad, rice, Chapati, Buttermilk.	Dal vada×2, Tea.	Roti, Pudina/tomato Rice, Aloo curry, Dal, curd, seasonal fruit
Thursday	Wheat Puri, Chana Masala, milk, rava kesari	Masoor dal/ Moong dal with carrot and beans, Chapati, Rice, papad.	Biscuit (5 rupees), Tea.	Roti, Rice, Dal, Drumstick + tomato, Curd, any seasonal fruit, fish fry×2 (monthly once).
Friday	Upma, Omelette×2, milk.	Tindora curry Dal, rice, chapati, papad, buttermilk.	Mirchi Vada×2, Tea.	Veg Pulao, Brinjal, Dal, aloo parotha×3, curd, seasonal fruits.
Saturday	Masala Dosa, Sambhar, Coconut chutney, milk.	Roti, Rice, avarakai tomato curry, Spinach Dal, Curd, Salad, papad (bat).	Samosa (medium size×2), Tea.	Rice, roti, dal, mealmaker, curd, seasonal fruits
Sunday	Bonda, Coconut and tomato chutney, milk.	Roti, veg pulao, Chicken Curry 125gm, paneer curry 100gm, dal, Salad, papad, curd.	Onion pakoda×2, Tea.	Rice, roti, mixed veg curry, Curd, gulab jamun medium sized 2pcs

- Mess timing would normally be as under (The Mess Committee however reserves the right to make any alternation in it in consultation with the Contractor):-

Breakfast	:	07:00 hrs – 09:00 hrs
Lunch	:	13:00 hrs – 14:00 hrs
Evening Tea/ Coffee & Snacks	:	17:00 hrs –18:00 hrs
Dinner	:	19:30 hrs – 21:30 hrs

- In case mess is closed on any occasion or owing to pest control etc., special lunch / dinner shall be provided to the student at no extra cost.
- Extra items e.g. bowls of curd, non veg. items, and special vegetarian dishes etc. over and above the decided mess menu can be sold at prices decided in by the Committee in consultation with the Contractor.

1. Basic menu is unlimited, special items, snacks are limited.
2. Aloo Paratha must be **fully stuffed** and must be atleast 12 cm in diameter.
3. **Papad:** Large Size (1 No each student).
4. **Curd:** The density must be more than 1.75 kg / litre.
5. **Curd:** 200 gm per person should be served.
6. Buttermilk: 200ml per person
7. **Roti and Vegetables** shall be served unlimited.
8. **Roti:** Must be “Well baked” and should be of atleast 15 cm in diameter. Should be made from wheat flour.
9. **Salad:** Must contain Onion, Tomato, Cucumber and Carrot with minimum amount of 100 gms per person.
10. **Sambar:** Pulses must be enough to have density more than 1.25 kg / litre.
11. **All dal items:** Must have minimum density of 1.4 kg per litre.
12. Sambar, Thooram Paruppu and spinach dal are served in dinner alternatively except on Monday
13. **Pickle :** Avaka, Cut Mango, Lemon, Mixed Veg, Ginger, Garlic. **Brand :** Priya / Ruchi / Iyengar / Sakthi / Aachi / Eastern.
14. **Seasonal Fruits :** Banana (2 pc) / Grapes (150 gm) / Guava (1 pc) / Apple (1 pc) / Papaya (150 gm) / Sapota (2 pc) per person.
15. **Biscuit:** Tiger / Britannia / Marie / any other reputed brand.
16. **Jam:** Min 8 grm packet. **Brand :** Kisan / Trix / Lion / Priya / Tops.
17. **Salt:** Tata Salt / Annapurna / Nature fresh / Kristal.
18. **Atta / Wheat :** Ashirvad / Pillsbury / Annapurna / Patanjali.
19. **Tea:** Brook bond / Lipton / Tata / 3 Roses / Gemini / Chakra Gold.
20. **Coffee:** Nescafe/ Sunrise/ Tata Grand / Bru / Green label.
21. **Rice:** Ponni rice of any Good Brand.
22. **Milk :** Arokya / Aavin.
23. **Milk & tea 125ml**
24. **Paneer :** Milki Mist / Amul / Hatsun.
25. **Ghee :** Milki Mist / GRB / Hatsun /Aavin.
26. **DAL :** Tata / Udayam / ITC.
27. **CHICKEN:** Suguna / Vendrop / Godrej / any good quality of chicken.
28. **Chicken 125gm (pieces weight excluding gravy)**
29. **MASALA:** Aachi / Shakthi / Tata / ITC.
30. **Oil (Sunflower):** Sundrop, Goldrop, Goldwinner, Fortune, KS Brand (use of Hydrogenated (vanaspati) and any Pomoline oil is prohibited).

Financial Bid

(Upload signed and scanned copy of following Financial Bid Documents in Financial Bid Document Slot of E-Tendering Solution)

To

The Executive Director,
All India Institute of Medical Sciences, Madurai
Project Cell Office, Govt. TB hospital Campus,
Austinpatti, Thoppur, Madurai – 625008

Selection of Catering Service Agency for providing and running Mess facilities at UG Boys and Girls Hostels of AIIMS Madurai Campus.

Particulars	Base Amount (in Rs.)	GST %	GST Amount	Total Amount including GST (in Rs.)
1	2	3	4	5
Mess Charges per student per month				

Our quotation for providing Mess charges per student per month is: Rs. _____/-

(In words) _____

The bid includes all taxes applicable from time to time.

Declaration by the Bidder: This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Further I/We do not have any objection to AIIMS Madurai assigning any location to other Contractors as per the Institute convenience as per clause 68 of the Terms and Conditions.

Note:

- No other charges would be payable by Client.
- There would be no increase in rates during the Contract period except provision under the terms and conditions.
- If any student, on authorization, is absent for 5 or more days, proportionate rebate will be given in monthly charge.
- institute is not bound to accept the lowest rates. Quoted Rates looking practical will be accepted.

(Signature of Tenderer with seal)

Name:
Address:
Phone No (O):.....
E-mail:
Place:.....
Date:.....

QUESTIONNAIRE

(To be filled and enclosed with Technical bid-Cover 1)

- a. Name of the Tenderer.
- b. Full postal address with Telephone, Telefax, Email.
- c. Please specify whether Public Limited, Company, Private Organization or Partnership Firm.
- d. Nature of the Business.
- e. Date of Establishment.
- f. Present Turnover.
- g. Permanent Income Tax Ref. No.
- h. GST NO.
- i. Address & Telephone Nos. Of your branch office in Madurai.
- j. Technical Compliance statement.
- k. Reference of reputed Customers.
- l. Details of the highest order executed and value thereof.
- m. Technical Bid attached.
- n. Tender Acceptance.
- o. PFMS Form

TENDER ACCEPTANCE UNDERTAKING

(Should be given on Non-Judicial Stamp Paper worth of Rs. 500/- duly Notarized)

To

The Executive Director,
All India Institute of Medical Sciences, Madurai
Project Cell Office, Govt. TB hospital Campus,
Austinpatti, Thoppur, Madurai – 625008

I

S/o R/o..... do hereby solemnly affirm as under :-
That I am a partner / Proprietor / Authorized representative of M/s

.....

1. That the firm has not been blacklisted in the past by any government/ private/ organization.
2. That the firm has no vigilance case/CBI/FEMA case pending against him.
3. That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/VAT/ Sales Tax/ Blacklisting is pending against my firm.
4. Having examined the tender document for “Selection of Catering Service Agency for Providing the Running Mess Facilities at UG Students Hostels of AIIMS Madurai” we the undersigned hereby offer to provide Mess Facilities in conformity with scope of work and conditions set out in the tender document. We hereby unconditionally accept all the e-tender conditions.
5. We enclosed all the relevant documents as per the e-tender.
6. We understand that you are not bound to accept the lowest or any e-tender received.

Date :

(Signature of Bidder)

Name :

Designation :

Seal

Please Note:- The above Undertaking duly signed and Stamped by the Authorized Signatory of the Company, should be enclosed with Technical Bid Documents and submitted its original hard copy with Technical Bid Envelope and scanned copy must uploaded failing which the bid of the tenderer shall be rejected.

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Non-judicial Stamp Paper of Rs.500/-duly attested by Public Notary)

I.....S/o... Resident of
.....
.....Do solemnly pledge and affirm: -

1. That I am the proprietor /partner/authorized signatory of
M/s.
2. That my firm has not been declared Defaulter, Blacklisted, Debarred by any Govt. Agency during last three financial years (i.e. from 2022-23 to 2024-25) and up till now
3. That NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/ Blacklisting is pending against my firm.

Name & Signature
Seal of the participating Bidder Company
Affirmation/Verification

INTEGRITY PACT

(To be executed on Non Judicial Stamp Paper worth of ₹ 500/- duly notarized by the Bidder along with Bid Document)

All India Institute of Medical Sciences-Madurai (**AIIMS-Madurai**) Institute of National Importance under the PMSSY Division, Ministry of Health and Family Welfare, Government of India

hereinafter referred to as “**BUYER**” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**

And

M/s _____ a company/firm/individual (Status of the company) having its registered office at ----- represented by Shri. _____, hereinafter referred to as “**BIDDER / SELLER**” Which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**

WHEREAS the BUYER proposes to procure under laid down organizational procedures, contract/s for -----
----- (Name of the work/ goods/ services) and the BIDDER / SELLER is willing to offer against NIT No./Bid No.

WHEREAS the **BIDDER/SELLER** is a private company / public company/Government undertaking/partnership/consortium/joint venture constituted in accordance with the relevant law in the matter and the BUYER is a Autonomous Central Institute.

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 BUYER 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.

SECTION 1- COMMITMENTS OF THE BUYER

1. The BUYER commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- I. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER, 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.
 - II. The BUYER will, during the pre-contract stage, and during the entire tendering process treat all the BIDDER/SELLER alike, and will provide to all the BIDDER/SELLER the same information and will not provide any such information to any particular BIDDER/SELLER which could afford an advantage to that particular BIDDER/SELLER in comparison to other BIDDER/SELLER
 - III. The BUYER will exclude from the process all known prejudiced persons. All the officials of the BUYER will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach
2. If the BUYER obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary action.
 3. Person Signing shall not approach the courts While representing the matters to IEMs and he/she will await their decision in the matter.

SECTION 2: COMMITMENTS OF THE BIDDER(S)

1. The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution: -
2. 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 BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
3. 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 the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BUYER for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with BUYER.
4. 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.
5. The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any / all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract

6. The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
7. 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.
8. The BIDDER either while presenting the bid or during precontract negotiations or before signing the contract, shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.
9. The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
10. The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
11. 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.
12. The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
13. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Limited Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
14. The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
15. 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.
16. In case of sub-contracting, the bidder/ shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.
17. The Foreign Bidder/ Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/ Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.
18. Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the Existing provisions of GFR-2017 PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organisation concerned.

19. Person Signing shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
20. In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact, In case of subcontracting, the Principal contractor shall take responsibility of the adoption of IP by the subcontractor. It is to ensured that all subcontractors also sign the IP. In case of Subcontractors, the IP will be a tripartite arrangement to be signed by the Organisation, the contractor and the subcontractor.

SECTION 3: PREVIOUS TRANSGRESSION

1. The Bidder 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 of any corrupt practices envisaged hereunder or with any Public Sector enterprise in India or any Government Department in India that could justify Bidder's exclusion form the tender process.
2. The Bidder agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

SECTION 4: EARNEST MONEY (SECURITY DEPOSIT)

1. While submitting commercial bid, the BIDDER Shall deposit an amount----- As Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - I. Bank Draft or a Pay order in favour of
 - II. A confirmed guarantee by an Indian Nationalised Bank, Promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - III. Any other mode or through any other instrument
2. The earnest Money Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the Bidder and the buyer including warranty period, whichever is later.
3. In case of the Successful BIDDER a clause would also be incorporated in the article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of decision by the buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

SECTION 5: SANCTIONS FOR VIOLATIONS

1. Any breach of the aforesaid provisions by the BIDDER or any other employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- I. To Immediately call off the precontract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDERs) would continue.
 - II. The Earnest Money Deposit (In precontract stage) and /or Security Deposit/Performance Bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and BUYER shall not be required to assign any reason therefore.
 - III. To Immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - IV. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than INDIA, with a interest thereon at 2% higher than the LIBOR, IF any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - V. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - VI. 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 the BIDDER.
 - VII. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - VIII. To recover all sums paid in violation of this Pact by BIDDER to any middleman or agent or broker with a view to securing the contract.
 - IX. In cases where irrevocable letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER , the same shall not be opened.
 - X. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this PACT
2. The buyer will be entitled to take all or any of the actions mentioned at Para 6.1(1) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), 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.
 3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitors appointed for the purposes of this pact.

SECTION 6: 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 subsystems 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.

SECTION 7: INDEPENDENT MONITORS.

1. The BUYER has appointed **INDEPENDENT MONITORS** (Hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given)

Following are the IEM of AIIMS-Madurai

1. Name of the IEM: Dr. Akhilesh Kumar Ambasht

Address: 5606, Orchid Crescent, DLF – Phase IV, Sector 27, Gurugram - 122009

Email ID: aambasht89@rediffmail.com

2. Name of the IEM: Shri. Subodh Kumar Jaiswal

Address: B2703, Lotus Enpar Residency, 45, Hanuman Klane, Lower Parel West, Mumbai - 400013

Email ID: subodhjaiswal22@gmail.com

3. The task of the MONITORS shall be review independently and objectively, whether and to what extend the parties comply with the obligations under this Pact.
4. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
5. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes meetings.
6. As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the BUYER.
7. The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Bidder. The bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractors with confidentiality.

8. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
9. The monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the buyer/bidder and should the occasion arise, submit proposals for correcting problematic situations.
10. The IEMs/Monitors shall examine all the representations/grievances/complaints received by them from the bidders or their authorised representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms and conditions, choice of technology/specifications etc.
11. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEM's jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of IEM(s) who may not be available, shall be taken on record.
12. The role of IEM is advisory and the advice of IEM is non-binding on the organisation. However, as IEM are invariable persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP

SECTION 8: FACILITATION OF INVESTIGATION

In case of an y allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

SECTION 9: LAW AND PLACE OF JURISDICTION

This pact is subject to Indian Law. The place of performance and jurisdiction is the MADURAI-TAMIL NADU.

SECTION 10: 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.

SECTION 11: VALIDITY

1. The validity of this integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case Bidder is unsuccessful, this integrity pact shall expire after six months from the date of the signing the contract.

2. 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 intentions.

The parties hereby sign this integrity pact at ----- on

BUYER

BIDDER

Name of the officer

Chief Executive Officer

Designation

Section

Witness

1.

1.

2.

2.

FORMAT FOR PERFORMANCE SECURITY BANK GUARANTEE

To

The Executive Director,
All India Institute of Medical Sciences, Madurai
Project Cell Office, Govt. TB hospital Campus,
Austinpatti, Thoppur, Madurai – 625008

Ref: E-tender No.: AIIMS/

Dated: / /2025.

WHEREAS _____

(Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____

to provide catering service (herein after 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 _____ (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 shall be valid up to (...) months from the date of satisfactory acceptance of Supplies in the User Department at AIIMS Madurai i.e. up to date).

.....

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

.....

Name and designation of the officer

.....

.....

(indicate Seal, name & address of the Bank and address of the issuing Branch, including Telephone No.

ALL INDIA INSTITUTE OF MEDICAL SCIENCES MADURAI

PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)

CONTRACTOR REGISTRATION FORM

S. No	Head Name	Details
1.	Contractor Name	
2.	Father/Husband/Owner Name	
3.	Date of Birth	
4.	PAN Number (Preferably in the Name of Firm) (A duly singed and stamped copy must enclosed)	
5.	Aadhaar Number	
6.	TAN Number (A duly singed and stamped copy must enclosed)	
7.	GST Number (A duly singed and stamped copy must enclosed)	
8.	Service Tax No. (A duly singed and stamped copy must enclosed)	
9.	Address 1	
10.	Address 2	
11.	Address 3	
12.	City	
13.	Country	
14.	State	
15.	District	
16.	Pin Code	
17.	Mobile No.	
18.	Phone No.	
19.	Email ID	
20.	Bank Name	
21.	IFSC Code	
22.	Account Number	
23.	Cancelled Cheque Copy must enclose	

Note: All above requested documents duly attested copies with this form must be enclosed by the Contractor

DATE :

PLACE:

CONTRACTOR SIGNATURE WITH SEAL

TENDER EVALUATION (TECHNICAL EVALUATION OF SERVICE FACILITIES:

The committee will have thorough analysis on the various aspects during evaluation and selection of Bidders.

Technical Evaluation for Tender**Total marks = 100**

Sl. No	Criteria	Total Marks	Minimum Pass marks	Marking Parameters			
1	Total years of experience in the field of Mess Services { As described on point no. 2 of Annexure-II } (Firms less than 3 years' experience will not be considered)	25	10	>3 to 5 yrs – 10 Marks	>5 to 7 yrs – 15 Marks	>7 to 9 yrs. – 20 Marks	Above 9yrs – 25 Marks
2	Total Annual Turnover in the Business of providing Food & Beverage services (determined from last year's balance sheet and CA's Report)	25	10	80 Lakhs – 1.05 Cr 10 Marks	1.05 Cr to 2 Cr – 15 Marks	> 2 Cr to 3 Cr – 20 Marks	Above 3 Cr- 25 Marks
3	Total number of students having Breakfast, Lunch, Dinner (each category) served per day (to be determined from the certificates issued by the organizations where the bidder is providing catering services)	25	10	600-700 10 Marks	701-800 15 Marks	801-900 20 Marks	Above 900 25 Marks
4	Work experience Certificate from Educational Institutes owned by central / state Govt.	25	10	3-4 years– 10 Marks	4-5 years– 15 Marks	5-6 years- 20 Marks	Above 6 - 25 Marks

N.B:

Bidders will be selected for the purpose on the basis of marks secured. The Bidder meeting the minimum Pass Marks as per eligibility criteria shall be deemed as the successful Bidder. In case of tie at the lowest bid (L1), the order shall be placed on the L1 bidder having a higher turnover in the previous financial year i.e. 2024-25.

If any selected Bidder backs out, then the L2 Bidder (will be kept in panel for a period of 4 months) in the event shall be given the opportunity to run the Mess subject to willing of L2 bidder to provide services at the rate quoted by L1 bidder.

Undertaking for “Not Blacklisted”

I.....S/o... Resident of

.....

.....Do solemnly pledge and affirm: -

1. That I am the proprietor /partner/authorized signatory of

M/s.

2. That my firm has not been Blacklisted by any Govt. Agency during last three financial years (i.e. from 2022-23 to 2024-25) and up till now.

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification

Procedure to pay EMD Charges

1. The following link may be used for paying the fees through State Bank collect:
<https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=6691826>
2. Select the category **“GOVT / PSU / COURTS”**
3. Search **“ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MADURAI”**, then **“Click”**
4. Select **"PROCUREMENT CELL"** from drop down menu and fill the details.
5. Columns with " * " are mandatory to fill and click "Next" button to verify the information submitted by you and click "Next" button for payment through SBI Net Banking (or)other Banks Net Banking (or) Credit Card (or)Debit Card (or) other payment modes. Transaction charges shall be borne by the applicant.
6. The bidder has to take a print out of the payment receipt and attach along with the **“Technical Bid”**.
7. The EMD charges sent through Money Order, Demand Draft, Bankers Cheque, Indian Postal Orders, Crossed Cheques, Currency Notes, Treasury Challans, etc will not be accepted by the Institute and such bids will be treated as without EMD charges and will be summarily rejected.