



अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स) कल्याणी
All India Institute of Medical Sciences (AIIMS) Kalyani
(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के तत्वावधान में एक सांविधिकनिकाय)
(A Statutory Body under the Aegis of Ministry of Health and Family Welfare, GOI)
राष्ट्रीय राजमार्ग – 34, बसन्तपुर, सागूना, कल्याणी, ज़िला – नदिया, पश्चिम बंगाल - 741245
NH-34 Connector, Basantapur, Saguna, Kalyani, District Nadia, West Bengal 741245

Notice Inviting “**E-TENDER FOR LIBRARY CANTEEN AT AIIMS KALYANI**”

Tender No. **159/FINACC/OTHC/48/2024-ACCANDFIN/COMP-1555/ET-07** dated-
17.06.2025

No	Scheduled of Teder	Start Date & Time
1.	Tender No.	159/FINACC/OTHC/48/2024-ACCANDFIN/COMP-1555/ET-07
2.	Tender Issue Date	17.06.2025
3.	Bid Submission Start Date	17.06.2025
4.	Last Date of Submission Bids	08.07.2025 5:00 PM
5.	Opening of Technical Bid	08.07.2025 5:30 PM
6.	Pre-Bid Conference	26.06.2025 3 PM at Welcome Room, Admin Building, AIIMS Kalyani
7.	Estimated Bid Value	Rs.68,75,000/-
8.	EMD (3% of Estimated Bid Value)	Rs.2,06,250/-
10.	Performance Security	5% of the contract value

All India Institute of Medical Sciences, Kalyani

Website: www.aiimskalyani.edu.in

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Kalyani, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS, Kalyani, with the selected bidder/firm/agency.

AIIMS KALYANI is an Institute of National Importance having 960 beds capacity. Along with the hospital, one medical college & one nursing college is also running in full fledge. There are number of Faculty, Doctors, Nurses, Paramedical & Administrative Staffs working here. Serving good quality, healthy, hygienic & pocket friendly food to them is paramount, and for that competent authority is inviting bidders to provide canteen service at AIIMS Kalyani.

Service providers having adequate experience in running same/similar type of Canteen/mess in Government departments, Public Sector undertakings, renowned private educational institutions may apply along with sufficient proof of their experience and ability of running the canteens. In this connection, a committee constituted by the Competent Authority, AIIMS, Kalyani shall evaluate the technical bids specifically containing similar experiences of carrying out canteen services and declare the qualified bidders. **The committee will evaluate the bids as per evaluation criteria and their decision will be binding upon all bidders who have submitted their bids.**

The duration of the contract shall be initially for a period of 01 (One) year from the date of award of contract and extendable up to One year on mutually agreeable terms & conditions and satisfactory performance. However, in case of any defaults or negligence under such contract the Canteen Management/Canteen Committee may suggest to the AIIMS KALYANI authority to impose fine or penalty against the vendor or termination of the CONTRACT.

Instructions for the Bidders / The service providers:-

1. Bidders shall refer the following website for downloading the bid documents and participation in the e-tender:
 - a. website of AIIMS Kalyani: www.aiimskalyani.edu.in,
 - b. CPPP: www.eprocure.gov.in,
 - c. e –Tendering Portal of AIIMS, Kalyani: <https://aiimskalyani.ewizard.in/>
2. **The complete bidding process is online.** Bidders should be in possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids.
3. Prior to bidding DSC need to be registered on the website mentioned above.
4. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk:
 - a. Mr. Saikat Pal (09355030620)
 - b. Mr. Sk. Tariq Anwar (09355030608)
 - c. Helpdesk-01149606060,
 - d. E-mail ID for mailing communication:
eprochelpdesk.38@gmail.com ,
eprochelpdesk.35@gmail.com ,
ewizardhelpdesk@gmail.com
5. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the service providers/ Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at www.eprocure.gov.in & website of AIIMS, Kalyani at www.aiimskalyani.edu.in.
6. Bid documents may be scanned **with 100 dpi with black and white option**. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.**
7. **Submission of Tender:**
The tender shall be submitted **Online in two parts, viz., technical bid and Financial bid**. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

- I. The tenderers may submit tenders for all the items/tests mentioned to cover tender procedure as per Rule. Tenderers are advised to note the

qualification criteria specified in the tender document to qualify for award of the contract.

- II. Tender document can be downloaded in e-Procurement portal at: www.eprocure.gov.in & website of AIIMS Kalyani at www.aiimskalyani.edu.in
- III. Tenderers/bidders can download tender document from the above address.
- IV. Tenders of only those Tenderers who fulfill the Terms and conditions of this tender will be considered for evaluation. The tender will undergo evaluation at every stage of processing and any tenderer found at any stage, not in conformity with the stipulated tender conditions including specification / found to be having defective and incomplete documents will be rejected.
- V. Interested eligible Tenderers may obtain further information from the Procurement Section, AIIMS, Kalyani, by e mail e-tender@aiimskalyani.edu.in, **provided that such request is received not later than 7(seven) days prior to the deadline for submission of bids.**
- VI. Corrigendum/ Addendum/ Modifications/ corrections/ pre-bid meeting proceedings if any will be published in the website only. Bidders/ tenderers can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website itself.
- VII. The tenderer should upload the documents as mentioned in Minimum Qualification Requirements in Technical bid otherwise the tender will be treated as rejected.
- VIII. The bidders are requested to download & upload the documents as early as possible. The Institute is not responsible, if the bidders are not able to access on the last day of submission due to simultaneous access of the website by many bidders or due to network jam etc.
- IX. The other details can be seen in the tender document.
- X. The Tender Accepting Authority reserves the right to accept/reject/cancel the tender partially or fully without assigning any reason at any stage of processing.
- XI. Tenders containing erasures, alternations and overwriting of the tender documents are liable to be rejected. Any corrections made by the bidder in the entries must be attested by him and should be clearly legible.
- XII. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
- XIII. Along with all the required documents, bidders have to submit all the annexures as prescribed below.
- XIV. The bidder has to submit the scanned copy of the **EMD amount of Rs.2,06,250** in the form of account payee Demand Draft in favor of **“ALL INDIA INSTITUTE OF MEDICAL SCIENCES KALYANI”** payable at **ICICI Kalyani More Branch** along with the bid and has to submit the Original to the Chairperson of Procurement Cell of AIIMS Kalyani.
Bidders without EMD will be rejected.

However, MSEs with relevant category are exempted from submitting the EMD if they submit the required supporting document.

SPECIAL TERMS AND CONDITIONS

1. The selected Caterer has to serve the food in the designated area (i.e. in the ground floor of Library Block of AIIMS Kalyani from **8 Am to 7 PM. (week days) and 8 AM to 3 Pm (on Saturdays).(DURATION BASED CATERING)**
2. AIIMS Kalyani shall not pay any amount to the Vendor. The user shall eat there & pay directly to the vendor.
3. The number of plates required per day as mentioned in the GeM is an estimation. However, it may be increased/ decreased based on the footfall per day.
4. **No space for cooking and washing of dishes will be provided by AIIMS Kalyani. The contractor has to arrange those at his/her own outside of AIIMS Kalyani campus.**
5. The Vendor shall bear all the expenses towards:
 - i. The purchase of brooms, floor/ area sanitizer like phenyl etc. for maintaining cleanliness of highest standard of the dining hall premises including kitchen and toilets.
 - ii. Utensils (Only Stainless Steel. No aluminum or Plastic wares to be used), cooking gas required for cooking, and other crockery and cutlery shall have to be arranged by the vendor. The Vendor shall make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment. Good quality paper made disposables should be used by the vendor for serving tea/ coffee etc. instead of plastic materials.
6. The Vendor shall make his own arrangement for cooking gas, and other kitchen equipment. The vendor shall use the commercial cooking gas Cylinder and ISI marked Gas Stove for the purpose of cooking.
7. The existing food serving stations should be converted to a modular set up (3 chambers; cold, warm and normal temperature for keeping cooked food and other eatables) by the vendor.
8. The modus operandi of providing the food shall be Alacarte system.
9. AIIMS Kalyani shall provide the furniture for dining. If any extra furniture is required at a later point of time, the vendor has to arrange that on his/her own.
10. The specifications and number of the furniture need to be approved by the Mess Committee before setup.
11. The vendor can't do any alteration or make any either temporary or permanent structure in the designated space.

12. There should be an arrangement for using separate utensils for vegetarian and non-vegetarian food and separate area earmarked for the preparation of non-vegetarian food item & distribution.
13. Proper disposing off the garbage and remaining food after each meal as per latest government guide lines, shall be the sole responsibility of the vendor and keep area clean and hygienic after each meal.
14. The vendor shall maintain FULL HYGIENIC CONDITIONS in the Canteen, in the storage, preparation and serving of eatables and in keeping the floor, furniture, utensils, crockery, cutlery neat and clean, so as to maintain the standards and aesthetic values in the Canteen. Vendor should make arrangement for visible storage of prepared food in hygienic condition. The canteen and its premises shall be kept clean and tidy. **The garbage, peel-offs, waste food etc. should be disposed of as per norms of appropriate Municipal Authority at the cost of the Vendor/ Caterer. Smoking, tobacco chewing and intake of liquor is strictly prohibited**
15. The vendor should not allow and should take active participation and responsibility in driving out the dogs surrounding the designated place.
16. It will be the responsibility of the vendor to do –
 - a. Fortnightly Pest Control Service after taking approval from the Canteen Management Committee.
 - b. quarterly Food Material Testing as per FSSAI norms.
 - c. biannual medical examination & inoculation of food handlers against the enteric group of diseases as per recommended schedule.
 - d. quarterly Potable Water Testing.
17. **All staff and the Caterer will have to be provided uniforms with ID cards by the Vendor (which will be countersigned by the AIIMS administration) during working hours and they are required to wear disposable gloves and caps during cooking and serving food positively.** Such persons should be free from contagious disease and maintain cleanliness of uniforms. **No staff member below 18 years of age should be appointed by the Vendor as it is prohibited under the Law.**
18. The contract may be terminated by the Vendor after giving a notice of **three months** whereas AIIMS, Kalyani can terminate the contract after giving **one month** notice period.
19. No compensation will be allowed due to fluctuation in the market rates of material and labor. There will be no escalation of rates of the different items as quoted. The rates quoted by the vendor shall remain unchanged during the contract period. However, the price may be revised after one year of operation depending on prevailing market conditions on mutually agreeable conditions after discussion with the **Canteen Management Committee.**
20. The amount of penalty/fine if any imposed upon the vendor on account of any damage caused to the property of AIIMS, Kalyani, then the vendor shall be liable to

pay the penalty within 07 days from the intimation of such Penalty/fine, non-adherence shall lead to repudiation of contract and deduction of such Penalty/fine from the Performance Security and the rest amount shall be forfeited on account of unsatisfactory performance.

21. The Vendor, whose tender is accepted, has to sign an agreement on non-judicial stamp paper worth Rs.100/- (Rupees one hundred only) with AIIMS, Kalyani within 10 days of issuance of Work order, failing which the Earnest Money deposited by him will be liable to be forfeited and treating the work order as cancelled.
22. The bidder is not allowed to make additions/ alterations in the tender documents, such additions and alterations shall be at the tenderers own risk and the tender is liable for rejection. Conditional/ Cross tender offers shall not be accepted.
23. The contract comprises the necessary arrangement of all raw materials required for preparation of food items mentioned in menu and serving the prepared food to staffs, including provision of all materials, equipment for preparation and serving of articles. This shall also include transportation, cost of materials and labor charges. The vendor shall make his own arrangement for safe preservation (in refrigerator) of materials and accommodation for his staff etc.
24. The vendor shall maintain the quality of preparation of food, fresh availability of items, constant supply of cold drinking water & other beverages as per the **canteen management committee** requirement.
25. The vendor shall maintain the working hours of Canteen as laid down by the **Canteen Management Committee**. The vendor will keep the premises clean as per the instructions of the **Canteen Management committee** on its own cost. The garbage as generated will be suitably disposed of through mechanized manner and no garbage will be piled up for more than one day.
26. The vendor shall carry out the work in accordance with **this contract and with directives of Canteen Management Committee** and to the satisfaction of the administration through Canteen Management Committee. The **Canteen Management Committee** from time to time may issue further instructions, detailed directions and explanations which are here after collectively referred to as Canteen Management Committee's instructions in regard to the Canteen management.
27. The decision of the Canteen Management Committee of the Institute with regard to any matters pertaining to the Canteen shall be final.
28. The Vendor shall handover charge of all furniture, fixtures, fittings etc., which AIIMS Kalyani provides, in good condition to the Institute when the contract gets terminated.

29. The Vendor shall pay the cost of damage, if any, caused to the premises, fixture, fittings etc., during the period of contract. The quantum of cost would be decided by the Competent Authority.
30. The Canteen Management Committee may also authorize any other staff/ faculty of AIIMS, Kalyani, to inspect the cleanliness of the canteen and other food serving areas and to check the quality of food supplied, without any notice and can adopt appropriate measures in case of violation of terms & conditions.
31. The staff of the canteen shall be the sole staff of the Canteen Vendor and no relationship of master and servant shall exist between AIIMS, Kalyani and such staff.
32. The contract will be in force from the date of leasing the Canteen and expire on completion of contract period and no separate notice by Institute is necessary and the Canteen Vendor shall leave the Canteen premises with his employees immediately after completion of the specified date.
33. AIIMS, Kalyani reserves the right to accept or reject any tender without assigning any reason thereof. The tenders which do not fulfil all or any of the above conditions or incomplete in any respect shall be liable to be rejected. Executive Director, AIIMS, Kalyani has the full and exclusive right to cancel the tender at any point of time without assigning any reasons thereof.
34. **Executive Director, in his discretion, may add/delete scope of services in process of finalization of suitable vendor or during the execution of the contract by giving notice period of 1 month to the vendor.**
35. Categorization of job is necessary for the workers as below: Manager / Front desk worker, Cook, Food handlers for serving food, All-purpose helpers for cutting vegetables, cleaning cooking areas and cleaning utensils. Only designated persons must do the assigned jobs.
36. All the food outlet areas must be manned by different sets of manpower, utensils, furniture and other related accessories. Sharing of such resources is not permissible.
37. **Vendor shall be primarily responsible for operationalization of Fire safety equipment incl fire extinguisher already installed or to be installed in the Canteen premises.**
38. **Deliverables from AIIMS Kalyani:**

AIIMS Kalyani will provide –

- Space for storage.
- Changing rooms, toilets etc. for staff.
- Space for serving and dining.
- Furniture for dining halls.
- Fire detection and fire extinguisher.
- Water and electricity on payment basis.

Flow of the bidding process will be as follows:

- A. Technical Evaluation
- B. Financial Evaluation & Forward Auction

A. TECHNICAL EVALUATION:

A	The Bidder must have minimum 3 years of experience in the field of catering services at different Govt./ Public sector institutions / Autonomous Body.
B	Average Annual Turnover Certificate from the Chartered Accountant for last three financial years (Average Annual turnover per year should be minimum Rs 68 lakhs).
D	<p>Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services in the last Three Financial years ending at March, 2025 as follows-</p> <ol style="list-style-type: none"> Three similar completed services each costing not less than Rs. 27,50,000 or Two similar completed services each costing not less than Rs. 34,37,500 or One similar completed service costing not less than Rs. 55,00,000 <p>Similar work means running canteen service in different Govt./ PSU / Autonomous Body.</p>
E	<p>The following documents must be provided.</p> <ol style="list-style-type: none"> PAN Card GST Registration Certificate Valid prevention & Food Adulteration License (FSSAI) Work experience certificate Annexures 1,2,3,5 dully filled as prescribed Integrity Pact* <p>* INTEGRITY PACT - In compliance to Central Vigilance Commission circular no. 015/VGL/091 dated 14.06.2023 for implementation of Integrity Pact, following officials have been appointed as Independent Monitors for AIIMS Kalyani:</p> <p>(i) Shri Jatinderbir Singh, IAS (Retd.), Email Id: jatinderbir@gmail.com)</p> <p>(ii) Shri Sunil Agarwal, IDSE (Retd.), (Email Id: sunil.agrawal@gov.in & s29agrawal@gmail.com)</p> <p>All the bidders have to submit an undertaking in this regard attached to this bid document</p>

	at Annexure-5 and Successful bidder has to mandatorily sign the Integrity Pact as per the format enclosed at Annexure - 6.
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During the Evaluation of Technical Bid, supporting documents to be provided with page references.

Financial bid shall be opened for the technically qualified bidders.

B. Financial Bid & Forward Auction

1. The bidders have to quote **monthly rental charge over and above Rs 52 per square feet**. The quoted rate shall be excluding GST and other applicable statutory taxes. GST and other applicable taxes shall be payable accordingly.
2. If any bidder quotes the monthly rental charge **less than Rs 52 per square feet, his/her bid shall be rejected**.
3. There will be a provision of Forward Auction.
4. The H1 bidder (i.e. the bidder who quote the highest rental charges over & above Rs.52/- per sq feet after Forward Auction) will be selected as the successful bidder and will be awarded the contract.
5. If there is tie in the financial bid then the bidder with higher average annual turnover shall be selected as the successful bidder and will be awarded the contract.

Monthly rental charge per sq ft	
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GENERAL RULES PERTAINING TO THE DAILY FUNCTIONING OF THE CANTEEN:

1. Pickle, Sauce, Vinegar and soya sauce to be provided on each table. Mouth freshener (Fennel seeds and sugar) to be kept at entrance.
2. Seasonal Chutney will be served with items like samosa, kachori, all types of chats etc.
3. **Menu as decided by the Canteen Management committee** will be strictly followed. PRICE of each item must be displayed on board in the designated places.
4. Caterer must have adequate facility to provide 'packed food delivery service' at the designated places in the hostels, medical college building, administrative block and other places without extra charges for packing and delivery.
5. Sufficient meal serving counters must be made operational. This will be decided by the Canteen Management Committee. The billing counter should be operational at a designated place.

TENTATIVE MENU AND PRICE

Breakfast (Veg): -

S.No	ITEMS	PRICE (Rs.)
<u>1.</u>	2 pcs. Idli	20
<u>2.</u>	Puri + Sabji (3 pcs)	20
<u>3.</u>	Veg Sandwich	20
<u>4.</u>	Roti + sabji (2 pcs)	20
<u>5.</u>	Veg Maggie	20
<u>6.</u>	Aloo Parata (1 pcs.)(including curd and pickle)	20
<u>7.</u>	Milk with Corn flour (1 bowl)	20
<u>8.</u>	Butter Toast (1 pcs.)	20
<u>9.</u>	Jam Toast (1 pcs)	20
<u>10.</u>	Dosa (1 pcs.)	20

Breakfast (Non-Veg): -

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S.No	ITEMS	PRICE (Rs.)
1.	Chicken (2 pcs.) + Roti (2 pcs.)	50
<u>2.</u>	Chicken Sandwich (1 pcs.)	50
<u>3.</u>	Egg Toast with Cheese	50
<u>4.</u>	Lachha Paratha (2 pcs.) With chicken (2 pcs.)	50

Lunch (Veg.): -

S.No	ITEMS	PRICE (Rs.)
1.	Veg Thali: - Rice + Roti (2 pcs.) + Dal + Bhaja + Sabji + Chatni + Papar + Misti + Doi + Salad	70
2.	Paneer Thali Rice + Roti (2 pcs.) + Dal + Bhaja + Paneer Sabji + Chatni + Papar + Misti + Doi + Salad	70
3.	Veg Fried Price Chilli Paneer (4 pcs.)	70
4.	Veg Alu Biryani Kashmiri Aludum +Salad	70
5.	Veg Polao Navaratna Korma	70

Lunch (Non Veg): -

S.No	ITEMS	PRICE (Rs.)
1.	Chicken Biryani Rice + 1 pcs. Chicken +1 pcs. Aloo + 1 pcs. Egg + Salad + Raita	100
2.	Chicken Thali Rice + 2 pcs. Roti + 2 pcs. Chicken + Dal + Bhaja + Sabji + Chatni + Papar + Misti + Doi + salad	100

E-Tender document for Library Canteen at AIIMS Kalyani

3.	Egg Thali Rice + 2 pcs. Roti + 2 pcs. Egg + Dal + Bhaja + Sabji + Chatni + Papar + Misti + Doi + salad	100
4.	Fish Thali Rice + 2 pcs. Roti + 1 pcs. Fish + Dal + Bhaja + Sabji + Chatni + Papar + Misti + Doi + salad	100
5.	Chili Chicken Fried Rice Combo 4 pcs. Chili Chicken + Fried Rice	100
6.	Mutton Thali Rice +2 pcs roti + 1 pcs mutton + Dal + Bhaja + sabji + salad	100

Snacks (Veg): –

S.No	ITEMS	PRICE (Rs.)
1.	Veg pakora 4 pcs., Tea/ Coffee	30
2.	Paneer pakora 2 pcs. Tea/ Coffee	30
3.	Samosa 2 pcs Tea/ Coffee	30
4.	Tea (3 cups) / Coffee (2 cups)	30

Snacks (Non-Veg): –

S.No.	ITEMS	PRICE (Rs.)
1.	Chicken Pakora 2 pcs Tea/ Coffee	40
2.	Egg Devil 2 pcs Tea/ Coffee	40
3.	Fish Fingers 2 pcs. Tea/ Coffee	40

Please note that the above menu and price are tentative only. It may be changed by the Canteen management committee as per the necessary requirements and direction of competent authority.

Also, the other items may be sold by the vendor after getting approval from the Canteen management committee for the items and its price.

BRANDS OF CONSUMABLES PERMISSIBLE IN CANTEEN MEANT FOR

Faculty and Staff

The caterer may use any other FPO approved brands only if permitted by the Canteen Management Committee in writing.

Item	Brand
Salt (Iodinated)	Tata / Annapurna / Nature fresh
Spices	M.D.H. Masala / Satyam / Badshah / Everest / Ruchi
Ketchup	Maggi / Kissan / Delmonte / Prime
Oil (Sunflower)/Vegetable Oil	Engine / Dhara / Sundrop / Godrej / Saffola / Fortune (use of Hydrogenated (vanaspati) oil is prohibited)
Pickle	Mother's Recipe / Niru's / Priya / Nilon's
Atta	Aashirvaad / Pillsbury / Annapurna

Instant Noodles	Maggi / Top Ramen / Chings / Yippee
Flavoured fruit drinks	Real / Tropicana
Papad	Lijjat
Butter	Amul / Britannia / Mother Dairy
Bread	Homa / Repose / Holsom / Diamond / Prime Bakes
Cornflakes	Kellogg's / Reliance / Mohun's
Jam	Kissan / Maggi / Reliance
Ghee	Amul / Mother Dairy / Britannia / Govardhan / Annapurna / Purabi
Shrikhand	Amul / Mother Dairy
Milk	Purabi / Amul / Mother Dairy / Sitajakhala
Tea	Brook bond/ Lipton/ Tata/ Taaza/ Reliance
Coffee	Nescafe / Reliance / Bru
Ice Cream	Amul / Mother Dairy / Kwality Walls / Rollick / Baskin Robbins
Paneer (fresh)	Purabi / Kamakha / Amul

ASSIGNMENT & SUBLETTING

1. The vendor shall not assign the contract or any part thereof or any benefit or interest therein or there under without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Vendor.
2. The Canteen premises (inside and outside) should not be used for any other purpose except for running the canteen and that the walls and surroundings of the canteen should not be used for display of wall posters, writings etc. The vendor is responsible for minor repair and replacement works with electrical fittings, sanitary items without any expenses to the Institute. **The vendor should not be involved in transporting the cooked food from AIIMS, Kalyani premises to any other organizations / places.**
3. The Vendor should not transfer the management to any other individual or agency. The manager of the Canteen should be present at the premises and supervise the day -to-day affairs of the Canteen and shall not give scope for any complaints whatsoever. However, the Canteen Management committee will regularly inspect the canteen premises and any deficiencies as detected by them should be addressed immediately, failing which penalty will be imposed upon the vendor.
4. **The Executive Director, AIIMS KALYANI will have discretion to add or amend any conditions of this contract at any time and the vendor will be bound to comply with the same. The same may be hoisted in the AIIMS KALYANI website.**

CONTRACT DOCUMENTS

1. The contract documents are to be taken mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and clarified by the Institute who shall thereupon issue to the vendor their interpretation and direction in what manner the work is to be carried out.
2. The vendor shall employ sufficient number of manpower for smooth functioning of the canteen. No child laborer will be employed by the Vendor in the canteen and the Institute shall be at liberty to object to and require the Vendor to remove from canteen any person employed by vendor in running the canteen who in the opinion of the Institute is unbecoming of being employed in the canteen. Such persons shall not again be employed in the canteen without the specific permission of the Canteen Committee. The Vendor shall be responsible for the acts, defaults and neglects of its employees, or workmen. All the workers engaged by the vendor will be solely his employees and the vendor will ensure compliance of all labour laws as applicable including payment of minimum wages (calculated on basis of tier I city). He will also comply all other laws of the land as applicable. AIIMS Kalyani will have no liabilities in this connection.

COMPLIANCE OF STATUTORY LIABILITIES

1. The license fee (rent) of premises on monthly basis to be paid by the vendor shall be fixed based on the **H1 quotation per sq feet after Forward Auction + 18% GST** (as applicable, subject to revision in this regard from the concerned ministry) for Canteen.
2. Rentable area for Library canteen = **535 sqft**
3. Monthly electricity charges will be as per actual unit consumption through a meter to be installed in the canteen. The Vendor will bring a tested meter which engineering section will install departmentally and do billing as per actual consumption.
4. **Electricity bill shall be charged at the rate at which AIIMS Kalyani has been charged by the state electricity board.** If State Electricity Board revises rate, our rate shall also be revised.
5. For **water charges, Vendor shall pay Rs. 3000.00 per month + 18% GST** (as applicable, subject to revision in this regard from the concerned ministry) to AIIMS Kalyani. if KMC revises rate, our rate shall also be revised.
6. The license fee along with the electricity and water charges have to be deposited positively on monthly basis without fail. Otherwise, penalty shall be imposed as decided by AIIMS, Kalyani which may be deducted from the performance security deposit.
7. However, **the license fee may change at any time as per the discretion of the AIIMS Kalyani.**
8. The vendor shall ensure that wages paid to his employees conform to the provisions of the Minimum Wages Act, 1948 and other social security like EPF, ESIC and Bonus etc. The Vendor shall also ensure adequate rest and working hours as per norms etc. to all his employees.
9. The vendor shall be totally responsible for all statutory liabilities including those relating to Weights and Measures and Prevention of Food Adulteration.

SETTLEMENT OF DISPUTE

All disputes related to canteen lease, rent, electric bill, management, maintaining hygiene and abiding rules and regulation framed by canteen committee shall be settled amicably between administrative authorities of AIIMS Kalyani and the Vendor. If amicable settlement fails and as required, an Arbitrator shall be appointed on mutual consent within the Institute by administrative authorities of AIIMS Kalyani. Any legal dispute if so, arise shall be subject to jurisdiction of courts in Kalyani only. (Administration of AIIMS KALYANI). An arbitration may be initiated as per "Arbitration & Conciliation Act 1996".

PENALTY CLAUSE

In case of violation of the following rules, the penalty charges on the Caterer shall be followed.

- a. Non-availability of complaint registers on the counter/discouraging faculty from registering complaints a fine of Rs.1,000/- (Rupees one thousand only) on every occasion.
- b. For single complaints of insects and/or foreign object cooked or found in dish of any food items would invite a fine of Rs.2,000/- (Rupees two thousand only) on the caterer.
- c. For single complain of mix up of non-vegetarian and vegetarian food items will invite a fine of Rs 2,000/- (Rupees two thousand only) on the caterer.
- d. For single complaints of un cleaned utensils in a day would lead to a fine of Rs.500/- (Rupees five hundred only) on the caterer.
- e. If Canteen Committee agrees that certain meal was not cooked properly then a fine of Rs.1,000/- (Rupees one thousand only) would be imposed on the caterer.
- f. Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs.2,000/- (Rupees two thousand only) on caterer for every instance.
- g. Absence of the proprietor or his representative in the Canteen Meeting on prior information will attract a fine of Rs.5,000/- (Rupees five thousand only) on caterer.
- h. In case it is found that three such fines do not have any effect in abiding by the terms and conditions mentioned in the contract, the contract may be terminated finally after serving fifteen days' notice by the Administration of AIIMS KALYANI to the Vendor.
- i. Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine as decided by the Canteen Management committee.
- j. Severity of hygiene failure shall be assessed and decided by the Canteen Management committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed.
- k. Under no circumstances, food cooked at the Dining hall Canteen of AIIMS, Kalyani shall be supplied to outside.
- l. The successful vendor will engage adequate manpower with proper justifications and the same must be communicated to authority after award of the tender.

- m. Only authorized personnel may be allowed to have food from the canteen. The presence of any unauthorized personnel having food in the canteen may invoke a penalty of Rs 500/- (five hundred) per person.

TERMINATION OF CONTRACT

- Caterer will submit Monthly Feedback duly signed by the Faculty (As appointed by Canteen Management Committee) in the prescribed format and submit it by 5th of every month to the faculty In-Charge (Canteen Management), AIIMS, Kalyani. Complaints if any will be mentioned in the monthly feedback form.
- If some problem exists for consecutive months, then the Caterer will be served with warning for Contract termination and penalty of Rs.5000/ -.
- If same problem exists for another month, then termination of contract notice shall be served.

Format for Monthly Feedback

1	Food quality, quantity and taste	10 marks
2	Cleanliness & Hygiene: Cooking area, Service area, dining area, shop	10 marks
3	Behavior & uniform of staff	10 marks
4	Garbage disposal, record keeping (Mandatory Complaint Register)	10 marks
5	Solving of issues (in complaint register)	10 marks
	Any comments/ Unresolved issues:	

ANNEXURE-1

(To be filled & submitted in company's letter head)

Details/Profile of Bidder

Sl. No.	Particulars	Details
1.	Name of the proprietor / Registered Firm / Company concern	
2.	Address of concern (with tel. no. Fax and Email)	
3.	Name and address of the partners / directors/ (with Mobile no.) (in case of firm / company)	
4.	Permanent Account No. (PAN)	
5.	Goods and service tax Registration No.	

Sl. N.	Particular	Response from the bidder	Supporting documents' page number
1.	Total years of experience in the field of canteen service		
2.	Average annual turnover of the bidder in the last three (03) financial years		
3.	How many contracts of Similar services each Costing not less than Rs. 27,50,000/- has been received by your firm, in the last 3 years ending 31st march 2025?		
4.	How many contracts of Similar services in each Costing not less than Rs. 34,37,500/- has been received by your firm, in the last 3 years ending 31st march 2025.		
5.	How many contracts of Similar services in each costing not less than Rs. 55,00,000/-, has been received by your firm in the last 3 years ending 31st march 2025.		

DECLARATION:

1. I/we have read and understood all the terms and conditions of the tender /contract and I/we undertake to fully abide by all the conditions
2. I/we hereby certify that the information furnished above is full, true and correct to the best of my/our knowledge. I/we understand that in case and deviation is found in the above statement at any stage the bidder/ company will be blacklisted and will not have any dealing with AIIMS Kalyani in future.

Place:

Dated:

Name.....

Signature.....

ANNEXURE-2

FINANCIAL INFORMATION

Financial Analysis – Turnover certificate for last 3 Financial Years duly signed by CA shall be submitted.

Ser. No.	Description	2022-23	2023-24	2024-25

Note: Gross Annual Turn Over only.

Signature of Bidder with Seal

Signature of Chartered Accountant with Seal

***If any bidder is unable to provide the Financial Turnover details for FY 24-25 then the bidder shall provide the Financial Turnover details for FY 2021-22.**

ANNEXURE-3

Undertaking

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

Name of the tender and tender no :

I.....S/D of

Resident of

Do solemnly pledge and affirm :

1. I am the Proprietor/Partner/Executive Director/Authorized signatory of
2. No police case is pending against the Proprietor / Partner /Executive Director of the firm/ company (Agency) and also against the firm/ company. (Indicate any convictions if any against the above persons or Firm/ Company.)
3. The Proprietor / Partner /Executive Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted by any Government authority/ organization.
4. I/We have carefully read all the terms and conditions & have satisfied ourselves of the meaning implied therein and after fully understanding all the implications of these terms and conditions, we agree with them without any reservation, and undertake to abide by it fully and unconditionally. We understand that in the event of any declarations and contents being false or untrue the contract is liable to be terminated & black-listed.
5. I/We also certify that, the information given in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may impose any action as per NIT Rules.

Business Address: - _____

Name:.....

Signature of Bidder with Firm's Seal:

Place: _____

Dated: _____

ANNEXURE – 4
PERFORMANCE BANK GUARANTEE

FROM

BANK.....

To

All India Institute of Medical Sciences,

Kalyani-741245

West Bengal

Bank Guarantee no.....Dated.....

Bank guarantee Amount.....

Dear sir,

1. Whereas you (the “PURCHASER”) have entered into a contract no. dated.....(hereinafter referred to as the “said Contract”) with M/s.....(hereinafter referred to as the “SELLER”) for the supply of goods/service as defined in the said contract. And whereas the SELLER has undertaken to produce a bank guarantee for 5% of total contract value amounting to(amount of the guarantee in figures and words) to secure its obligations to the PURCHASER in accordance with the said contract.
2. We(the Bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on the behalf of the SELLER that, we will pay you on your demand declaring the seller to be in default under the said contract, without demur or contest, all and any sum up to a maximum of Rs. Only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.
3. We undertake to affect payment upon receipt of such written demands notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any court, tribunal, arbitrator or any other authority, or liability under this presence being absolute and unequivocal
4. We shall not be discharged or released from this undertaking and guarantee by any

arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligations of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.

5. In no case shall the amount of this guarantee be increased.
6. This guarantee shall remain in full force and effect until (date).
7. Unless a demand / claim under this guarantee is made to us in writing on or before the aforesaid date all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the bank or in the constitution of the SELLER.
9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Name and designation of the officer

.....

Seal, name and address of the Bank
and
address of the Branch
(Bank's common)

ANNEXURE – 5

UNDERTAKING

(TO BE GIVEN BY THE TENDERERS/BIDDERS)

1. I/We undertake that I/we have carefully read all the terms and conditions of the “INTEGRITY PACT” attached to this tender & have satisfied myself/ourselves of the meaning implied therein and after fully understanding all the implications of the terms and conditions of the Integrity Pact, I/we agree with them without any reservation, and undertake to abide by it fully and unconditionally. Further, it is stated that, if any violation of the Integrity Pact comes to the notice of Department, then I/We shall be debarred for bidding in AIIMS Kalyani in future forever. Also, if such a violation comes to the notice of AIIMS, Kalyani before date of start of work, the Executive Director shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee”.
2. I/We also undertake that in case of I/we become the Successful Bidder in this tender/bid, I will submit the “INTEGRITY PACT” attached to this tender on On Non – judicial stamp paper of Rs. 10 duly attested by notary public.

.....
(Bidder/Contractor)

NOTE: - (To be certified by all the partners in case of partnership firms, by all the directors in case of companies).

Annexure-6

PRE-CONTRACT INTEGRITY PACT

This pre-bid/ pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____day of the _____(month and year) between, on one hand, the Executive Director, **ALL INDIA INSTITUTE OF MEDICAL SCIENCES(AIIMS), KALYANI, WEST BENGAL – 741245** (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S _____represented by Shri _____, Designation (hereinafter called the "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 (**name of the Works/Services/ Equipment/ Item etc.**) and the BIDDER/Seller is willing to offer/has offered the same and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership firm, constituted in accordance with the relevant law in the matter and the BUYER (i.e., AIIMS Kalyani) is an Autonomous Institute under Ministry of Health & Family and Welfare, Government of India under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) performing as tertiary health care 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 entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment 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 BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER:

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

implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The Bidder 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.
- 2.3 The BIDDER 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 the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 2.4 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.5 BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.**
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ Authorized Supplier/Dealer and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of 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.
- 2.8 The BIDDER 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.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER 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 any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the

BIDDER, 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 firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

- 2.14** The BIDDER 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.

3. Previous Transgression

3.1 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 from the tender process.

3.2 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.

4. Earnest Money (Performance Security)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through the mode instructed in the Tender Documents:

4.2 The Earnest Money / Security Deposit shall be valid up to 02 months beyond contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER, a clause would also be incorporated in the Articles pertaining to Performance Security Deposit in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Security Deposit in case of a decision by the BUYER to the forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Performance Security Deposit for the period of its currency.

5. Sanctions for Violations- Any breach of the aforesaid provisions by the BIDDER or any one 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:

5.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

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

5.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.4 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 a BIDDER from a country other than India with 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 utilized to recover the aforesaid sum and interest.

5.5 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.

5.6 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.

5.7 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.

5.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or

broker with a view to securing the contract.

5.9 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.

- 5.10 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.
- 5.11 The BUYER will be entitled to take all or any of the actions mentioned at para 5, 5.1 to 5.9 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.
- 5.12 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 Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

- 6.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system 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.
- 6.2 In case bidder is not an OEM, then on successful award of the bid, bidder has to submit the copy of fall clause certificate issued by their respective OEMs (Content of fall clause certificate is appended below for ready reference: -)
- [I/we undertake that I/we has/have not offered to supply / supplied / are not supplying same or similar products / systems or sub systems at a price lower than that offered against the Bid/Tender No..... dated..... in respect of any Organization/Ministry/Department of the Govt. of India or its Subsidiaries / PSU during the contract period against the bid no..... (i.e., one year from the issuance of the purchase order/complete tenure in case of Rate Contract) and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries/ PSU at a lower price within the abovesaid period, then **that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer(institute).**]*
- 6.3 In case OEM is not in a position to issue fall clause certificate, in that condition they can authorize the bidder to issue fall clause certificate on behalf of OEMs.

7. Independent Monitors

- 7.1 The BUYER/ EMPLOYER has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission: -
- (i) Shri Jatinderbir Singh, IAS (Retd.),
Email Id: jatinderbir@gmail.com)
- (ii) Shri Sunil Agrawal, IDSE (Retd.),

(Email Id: sunil.agrawal@gov.in & s29agrawal@gmail.com)

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 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.
- 7.6 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/Subcontractor(s) with confidentiality.

7.7 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.

7.8 The Monitor will submit a written report to the **Executive Director, AIIMS Kalyani**, 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.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

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.

11. Validity

11.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 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 of the contract.

11.2 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.

12. The parties hereby sign this Integrity Pact at _____ on ____ 13.

E-Tender document for Library Canteen at AIIMS Kalyani

For and on behalf of the BIDDER	For and on behalf of the BUYER (i.e. AIIMS Kalyani)
Signature of the authorized official	
Name of official	
Stamp/Seal of the BIDDER	
WITNESS (1)	
WITNESS (2)	

ANNEXURE – 7

Format for Agreement

(to be made on Rs 100/- Non- Judicial Stamp Paper)

This agreement is made at Kalyani, WEST BENGAL on the day of Month of 20____ (Two Thousand _____) between the Executive Director, All India Institute of Medical Sciences, Kalyani having its Office at AIIMS, Kalyani-741245 (herein after called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, Legal Representatives and assigns) of the First party,

And

M/s _____ (Second party) having its registered Office at _____ (Here in after called the 'Agency' which expression unless repugnant to the Context shall mean and include its successors-in-interest assigns etc.) of the Second Party.

WHEREAS the "Client" is desirous to engage the "Agency" for running the Library Canteen of AIIMS Kalyani campus for 12 months, on the terms and conditions stated below:-

- (a) All the Terms & conditions of the Tender document and Work Order..... dated....will form as the part of this Agreement.
- (b) The agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other Laws applicable and all Statutory Obligations such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed in AIIMS, Kalyani. The client shall have no liability in this regard.
- (c) The Agency shall be solely responsible for any Accident/Medical/Health related Liabilities/Compensation for the personnel deployed at it at AIIMS, Kalyani site. The Client shall have no liability in this regard.
- (d) Any violation of Instructions/Agreement or Suppression of facts will attract cancellation of Agreement without any reference or any notice period.
- (e) The Contract can be terminated by giving 01 (One) Month Notice by the AIIMS, Kalyani.
- (f) In case of Non-Compliance with the contract, the Client reserves its right to:-

E-Tender document for Library Canteen at AIIMS Kalyani

- a. Penalize the agency as per Penalty Clause in Tender Document and/or
- b. Cancel/Revoke the contract

(g). Performance Security amounting to @5% of the Contract Value i.e. Rs. xxx in the form of Fixed Deposit Receipt or Bank Guarantee form a scheduled Bank shall be furnished by the Agency at the time of signing of the Agreement.

(h) The Agency Shall be fully responsible for timely monthly payment of wages i.e. by 07th of every month without fail and any other dues to the personnel deployed at AIIMS, Kalyani in the schedule without any deductions except PF& ESI as admissible.

(i) The personnel provided by the Agency will not claim to become the employees of AIIMS, Kalyani and there will be no employee and Employer relationship between the personnel engaged by the Agency & AIIMS, Kalyani.

(j) The Agency will pay Rs....(as decided in the financial bid) as monthly rental charge and electricity charges (based on meter reading) and Water Charges of Rs 3000 + GST positively without fail within 5 working days of the next month.

(k) The Agency also agrees to comply with annexed Terms & Conditions of the Tender and amendments thereto from time to time.

(l) Decision of Client in regard to interpretation of the Terms& Conditions of the Tender shall be final and binding on the Agency.

(m) The Agency shall ensure full compliance with Tax laws of India with regard to this contract and shall be solely responsible for the same the Agency shall keep client full indemnified against liability of Tax, Interest Penalty and any other legal Liability etc. of the Agency in respect thereof, which may arise. No Service Tax will be paid by AIIMS, Kalyani. The Books of Accounts of the Agency as regards this work shall be open for examination by the Institute as and when required.

(n) In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the Local Courts of Kalyani.

(o) THIS AGREEMENT will take effect from the day of Month of 20____ (Two Thousand _____) and shall be valid for 01 (One) Year and extendable for another 1 year as desired by AIIMS Kalyani.

This day of 20____, both the parties here to have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year mentioned above in Kalyani in the presence of the witness :-

.....
(For and on behalf of Principal/Owner)

WITNESSES:

.....

(Signature, Name and address)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

.....

(Signature, Name and address)

Dated :

Place : Kalyani

Dated :

Place : Kalyani