



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)

All India Institute of Medical Sciences, Raipur (Chhattisgarh)

खंडन

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग) के लिये बोलीदाताओं / फर्म / एजेंसी इत्यादि से प्रस्ताव नहीं बल्कि प्रस्ताव प्राप्त करने का आमंत्रण है, संविदात्मक दायित्व तब तक नहीं होगा जब तक कि औपचारिक अनुबंध पर हस्ताक्षर नहीं किया जाता और चयनित बोलीदाताओं/ फर्म/ एजेंसी इत्यादि के साथ एम्स रायपुर के विधिवत अधिकृत अधिकारियों के द्वारा निष्पादित न किया गया हो।

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Raipur, 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 authorised officers of AIIMS, Raipur with the selected bidder/firm/agency.

All India Institute of Medical Sciences, Raipur

G.E. Road, Tatibandh, Raipur – 492099, Chhattisgarh

Tele: 0771- 2971307, 2577279 email: admin@aiimsraipur.edu.in

Website: www.aiimsraipur.edu.in



**अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) में
दीक्षान्त समारोह 2019 के लिए मेस कैटरिंग सेवाएं प्रदान करने के लिए
निविदा आमंत्रित करने की सूचना**

**Tender Notice Inviting for “Catering Services for Convocation
Ceremony – 2019 at AIIMS Raipur”**

At

All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

Published Date	25/10/2019 Time 02.30PM
Bid Document Download / Sale Start Date	25/10/2019 Time 02.35PM
Clarification Start Date	26/10/2019 Time 10.00AM
Clarification End Date	30/10/2019 Time 03.00PM
Pre bid meeting	30/10/2019 Time 03.30PM
Bid Submission Start Date	26/10/2019 Time 10.00AM
Bid Submission End Date	02/11/2019 Time 06.00PM
Bid Opening Date	04/11/2019 Time 03.30PM

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अखिलभारतीयआयुर्विज्ञानसंस्थान, रायपुर, छत्तीसगढ़
All India Institute of Medical Sciences, Raipur (Chhattisgarh)
Tatibandh, GE Road, Raipur-492 099 (CG)
Website : www.aiimsraipur.edu.in
e-mail: store@aiimsraipur.edu.in

1. Director AIIMS Raipur invites online bids on single stage two bid system for “Catering Services for Convocation Ceremony – 2019” at AIIMS, Raipur”.
2. Tender document may be downloaded from AIIMS web site www.aiimsraipur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET.
3. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted under any circumstance.
4. Bid documents may be scanned with 100 dpi which helps in reducing size of the scanned document.
5. Tenderer who has downloaded the tender from the **AIIMS web site www.aiimsraipur.edu.in** and Central Public Procurement Portal (CPPP) e-Procurement website <https://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Raipur.
6. **The Technical qualifications and documents required with technical bid are mentioned in Annexure –A**

General Terms and Conditions:-

1. **Manual bid shall not be accepted in any circumstance.**
2. The complete bidding process in online bidding, Bidder should be in possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
3. **Tenderers are advised to follow the instructions provided in the ‘Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.**
4. **Quotations/Bid should be valid for 180 days** from the tender due date i.e. tender opening date.
5. The bidder must be having a valid FSSAI, GST, PAN numbers and all other permissions, registrations, licences etc. which are applicable in the present case, on the date of submission of bids.
6. Documentary evidence of all permissions, registrations, licences etc. mentioned above must be enclosed with the tender document.
7. A copy of firm/company registration must be enclosed with the bid document.
8. The bidder must be able to provide the service within specified time period as prescribed in the Work Order, failing which the EMD will be liable to be forfeited.
9. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
10. All disputes shall be subject to Raipur Jurisdiction only

11. **AIIMS Raipur reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.**
12. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> in Sr. Administrative office at AIIMS Raipur Premises at the prescribed time.
- Financial bids of only those bidders will be opened whose technical bids are found suitable by the expert committee appointed for the purpose.
 - No separate information shall be given to individual bidders.
 - In comparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
13. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc must be submitted as part of technical bid.
14. **Award of Contract**
- The Institute will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bid the lowest evaluated quotation price.
- Notwithstanding the above, the Institute reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
 - The bidder whose bid is accepted will be notified of the award of contract by the Institute prior to expiry of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.
15. The competent authority reserves the right to reject the service if the same are not found in accordance with the required description/quality and make alternative arrangement at the risk & cost of contractor.
16. **Earnest Money:**
- Earnest money (i.e. ₹ 1,00,000/-) is to be submitted by means of a Bank Demand Draft/FD, of a scheduled bank payable/enchassable at Raipur. (a scanned copy to be uploaded on CPP Portal). It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FD may be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)". The earnest money (DD/ FD) or any exemption certificate) must reach the office of the Sr. Administrative Officer, Gate no. 5, Medical College Building, 2nd Floor, AIIMS, Raipur prior to opening of tender.*
- No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Raipur in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited
 - Tenders without Earnest Money will be summarily rejected.
 - No claim shall lie against AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
 - The earnest money will be returned to the unsuccessful tenderers after the tender is awarded.

vi. EMD should remain valid for a period of 180 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.

17. **Tender Cost:- Exempted as per GFR -2017.**

18. In case the service provider requires any clarification regarding the tender documents, they are requested to contact the Sr. Administrative Officer, AIIMS Raipur through **e-mail: admin@aiimsraipur.edu.in** on or before end date of clarification as per critical date sheet.

19. The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.

Sr. Administrative Officer,
For and on behalf of **Director, AIIMS Raipur.**

Other Terms & Conditions:

1. Pre-Bid Meeting:-

The pre-bid Tender meeting if requested by bidders will be held **as per criteria date sheet** (Page no 2) **in the Committee Hall, 1st Floor, Medical College Building, AIIMS, Raipur** for clarifying any points relating to this tender document by the prospective bidders. The agency(s) may get clarified any confusion regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion or any things relating to this contract will not be entertained and it will be deemed that the agency has understood everything about this tender. The date of the opening of the technical bid will be posted on the official website and the bidders should attend the same. Thereafter, the technical bids will be evaluated and names of the bidders who are technically qualified will also be posted on the official website. A meeting will be held to verify the documents as submitted in support of qualifying criteria in respect of only technically qualified bidders and they have to produce original documents for verification. Those who fail to produce any desired document in original on the appointed date and time, their bid will be rejected without giving them any further opportunity.

2. Performance Security Deposit:-

- a. The selected bidders must deposit the requisite amount of security money (10% of the approximate value of accepted items) within the stipulated date specified in the acceptance letter.
- b. Successful bidder/firm should submit performance security as prescribed in favour of "AIIMS, Raipur" and to be received in the office of Sr. Administrative Officer, 2nd Floor, Medical College Building, Tatibandh, Raipur (C.G) Pin-492099
- c. The Performance Security should be established in favour of "AIIMS Raipur" through DD/FDR by any Schedule Bank with a clause to enforce the same on their local branch at Raipur.
- d. Validity of the performance security shall be for a period of 60 days beyond the expiry of contract.

3. Forfeiture of Performance Security Deposit

- a. In the event of failure to supply or maintain the goods/articles/perform services as per work order within the stipulated period, the security deposit may be forfeited.
- b. In the event, of failure work may be awarded to the next lowest bidder vide the same work order at contractors risk and cost without any farther reference, so that the loss incurred would be recoverable from the Security Deposit of the said contractor or from any sum due of which may become due to the contractors.
- c. If any equipment/instrument/infrastructure is damaged by the approved firm, cost of the same will be deducted from the deposited security money of the contractor.

4. Refund of Security Deposit After successful completion of work performance security deposit will be refunded within the three months.

5. Validity of the bids:-

The bids shall be valid for a period of **180 days** from the date of opening of the tender and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder(s) shall be entertained.. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.

6. Right of Acceptance:-

AIIMS, Raipur reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS, Raipur also reserves the right to reject any bid which in its

opinion is non-responsive/not-viable or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process. Canvassing in any form is strictly prohibited and the tenderers who are found of canvassing in any form are liable to have their tenders rejected out-rightly.

7. Breach of Contract:-

- a) If the agency fails to fulfil any of the terms and conditions of this agreement, including its annexures and schedules, or if the working or service of the Agency is found to be defective/unsatisfactory, the agency will be deemed to be in breach of this contract. In case of breach of contract, the Institute, at its discretion, will have the right to either impose penalty up to 10% of the Total Annual Value of contract for each such violation or to cancel the contract forthwith and arrange to procure similar service from any other source available, at the risk and cost of the Agency. In event of cancellation due to breach of contract, the performance security deposit shall stand forfeited.
- b) The Agency will be bound by the details furnished by it to the Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract and forfeiture of the performance security.

8. Subletting of contract:-

The contract is not transferable. The firm shall not assign or sublet the contract or any part of it to any other person or party without having first obtained permission in writing of the Institute, which will be at liberty to refuse, if thinks fit.

9. Termination :-

- a) The Institute, may at its discretion, foreclose or curtail the agreed period of this agreement, without assigning any reason thereof, by given one month's notice in writing, to the Agency. The Agency however, shall give, three months' notice in writing to the Institute if it wants to exit the contract.
- b) If at any stage, the involvement of the Agency or any person employed by it or any other person who does or is deemed to represent the Agency, is found to have indulged in any uncalled for activity, inside or outside the premises of the Institute, which may bring disrepute to the Institute, the contract is liable to be terminated by the Institute with or without one month's notice, at the discretion of the Director of the Institute, at the risk and cost of the Agency. The Institute, in such an eventuality, will be entitled to make good any losses suffered by it out of the performance security deposit submitted by the Agency. The decision of the Institute regarding indulgence of the Agency or its employees/representatives in such act will be final and binding on the Agency.

10. Eligibility Criteria

- a) The Agency must be in possession of a valid food license certificate issued on or before date of issuance of tender.
- b) The Agency should make sure that its work is as per the guidelines laid by **FSSAI (Food Safety and Standards Authority of India)**.
- c) Minimum three (3) years of experience in catering in a large reputed educational institution such as AIIMS, IITs, IIMs, NIT, Centre / state Universities, ot State / Centre Government organization / reputed industrial houses.

- d) Bidder should have submitted three (03) previous work order during the last three financial years.
- e) Should have satisfactory completed similar single work of ₹ 10 lakh or
- f) Should have satisfactory completed two similar work each costing ₹ 6 lakh
- g) Turnover for last three financial years each (2016-17, 2017-18, 2018-19) must be 90 lakh or more.

11. Indicative Menu for Lunch/Dinner (Menu Negotiable)

Option A (Vegetarian) (Approx.1800 Pax Buffet Type + 10% Pax, in addition approx 200 pax service Type)

- Appetizer: Chachh, One Soup (Tomato / Mushroom / mixed veg)
- Assortment of seasonal fruits (with chaat masala) •

SALAD: Fresh Green Salad (Tomato, Onion, Cucumber, Beetroot, Carrot) (Separated) with lemon wedges

MAIN COURSE: Butter Paneer Masala • Chat-pata Aloo (semi dry) • Vegetables: Running Tawa Sabji • Punjabi Kadi Pakora • Pulao • Mint and Cucumber Raita.

ADD ON: • Fried Papad • Pickle • LIVE COUNTER: (Any 1) • 3 in 1 Pasta Counter (Bechamel + Tomato + Basil Sauce) • Delhi Chaat Counter • INDIAN BREAD: • Tandoori Roti • Naan • Tawa Roti • Amul Sachet Butter Cubes (Small)

SWEET/DESSERTS: (Any 2) • One Sugar free dessert AND Any one of following • Moongdal Halwa with Pineapple Rabdi • Imarti with Kesar Basundi • Ice cream with chocolate sauce.

• MINERAL WATER (200 ml BOTTLES) 2000 pax (+-10%) Total Amount in Rs. (Inclusive of all taxes & charges): -

(B) **Indicative Menu for Hi-Tea** (Vegetarian Approx.1500 Pax buffet type) + 200 Pax Service type.

Tea / Coffee • Regular Tea and Masala Tea • Regular Coffee Sugar extra and Sugar free options available.

Snacks • Hara Bhara Kabab • Vegetable Cutlet • Mini Samosa • SWEET/DESSERTS: • One Sugar free dessert AND One sweet

MINERAL WATER (200 ml BOTTLES) 1500 Pax (+- 10%) Total Amount in Rs. (A+B) (Inclusive of all taxes & charges)

12. Quality of ingredients and other items:

- a) Butter, will be use of Amul / Mother Dairy / Britannia
- b) Jam, will be use of Kissan / Pan / Tops/ Safal
- c) Oil will be refined Oil: Dhara, Fortune, Sunflower, Sundrop, Saffola
- d) Rice will be good quality Basmati or equivalent.
- e) Wheat/ Atta must be used Ashirvad, Annapurna, Trishul
- f) Coffee will be used Nescafe / Bru / Tata
- g) Tea must be branded
- h) Milk will be toned milk of Mother Dairy / Parag / Amul
- i) Salt will be iodized branded salt and masalas will be of either MDH or BMC, or some other approved brand
- j) Besan will be used branded.

- k) Pickle, will be use of Mother's/Pravin/ Priya
- l) Ghee, will be use of Sanchi, Amul, Mother Dairy, Britannia
- m) Dal will be of Unpolished.
- n) The Contractor shall use only branded AGMARK/FPO approved brand raw materials and best quality items for preparing the food. Use of cooking soda in rice, maida in chapatti and MSG and Vanaspati (Dalda) in other food items is strictly prohibited.

13. Evaluation Criteria of the Successful bidder: -

MARKS FOR EVALUATION OF TECHNICAL PROPOSAL

PARTICULAR	MARKS
1. Average Turnover	20
• Above 2.70 Cr. (10 marks)	
• Above 3.00 Cr. (20 marks)	
2. Average Experience of Catering Services in Convocation	30
• Above 3.60 Cr. (15 marks)	
• Above 4.00 Cr. (30 marks)	
3. Performance of Catering Service in Convocation	25
• Satisfactory (10 marks)	
• Very Good / Excellent (25 marks)	
4. Planning and Presentation of Catering Services (To be awarded by TEC)	25

14. Bid evaluation criteria and selection procedure

A two-stage procedure shall be adopted for evaluating the proposals. The selection will be done using **Quality cum Cost Based Selection (QCBS)** process. 70% weightage would be given to the Technical evaluation and 30% weightage would be given to the financial bid.

15. Evaluation Criteria for Financial Proposal

The price bids of only those firm/agencies who qualify technically will be opened. The proposal with the lowest cost bid responsive will be given a financial score of 100 and the other proposals will be given financial score that are inversely proportionate to their cost bids. Financial bids declared non responsive will be awarded zero marks.

For e.g. assuming that out of technically qualified bids a firm "A" who has quoted ₹ 5,00,000/- is lowest one, it will be given a financial score of 100. Other technically qualified firms who have quoted above ₹ 5,00,000/- will be given the financial score as worked out in the following examples.

<u>Firms</u>	<u>Bid Rate</u>	<u>Financial Score</u>
Firm "B" -	₹ 6,00,000/-	500000/600000 x 100 = 83.33
Firm "C" -	₹ 7,00,000/-	500000/700000 x 100 = 71.43
Firm "D" -	₹ 8,00,000/-	500000/800000 x 100 = 62.50

For working out the combined score, the NBA will use the following formula:

Total points = {T(w) x T(s)} + {F(w) x F(s)} where

- T (w) stands for weight of the technical proposal
- T (s) stands for technical score
- F (w) stands for weight of the financial proposal
- F (s) stands for financial score as worked out above

For e.g. if a firm score 50 marks in technical bid and 70 marks in financial bid the total points will be worked out as follows:-

$$\{T(w)/100 \times T(s)\} + \{F(w)/100 \times F(s)\}$$

$$(70/100 \times 50) + (30/100 \times 70)$$

$$\text{Total} = 35 + 21 = 56 \text{ Points.}$$

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract.

16. Clarification of Offers:-

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.

17. Right to call upon information regarding status of contract:-

The Institute will have the right to call upon information regarding status of contract, statutory/legal compliances at any point of time and the Agency will be obligated to provide the same to the complete satisfaction of the Institute within 48 hours of being called upon to do so.

18. Terms of payment:-

- a) 100% payment will be made after satisfactory performance of job against work order on submission of invoices in triplicate along with inspection report, photo copy of work order/supply order and pre statement receipt vouchers. No advance shall be paid. The payment shall be paid within four weeks of convocation subject to satisfactory performance after clearing of all material and making good any damaged surface and against a bill prepared and submitted by the vendor.
- b) Firm shall be submitted satisfactory performance certificate by convocation ceremony committee along with invoice/bill for the process of payment.
- c) The rates quoted by bidder inclusive of GST including delivery / services at site including loading, unloading, erection, testing if any, dismantling, transportation, etc.

19. Award of Contract

- a) AIIMS Raipur will award the contract to the bidder whose quotation has been determined to be substantially responsive and with the highest marks /rank i.e. total of technical evaluation marks (70% weightage) & financial evaluation marks (30% weightage) shall be deemed as the successful bidder and shall be considered eligible L1 bidder for further process . A bid will be considered as substantially responsive if it conforms to all terms & condition of the bid documents without material deviations.
- b) In case of tie i.e. same score for two or more firms the L1 will be decided on the basis marks scored in technical evaluation and in case of marks in technical evaluation also being same, on the basis of the marks scored by vendor in second, third & fifth rows of criteria of technical bid evaluation.
- c) The following deviations will be deemed material deviations:
 - i. Non-submission of appropriate Bid Security;

- ii. Bid-validity period less than that stipulated in this tender document;
- d) AIIMS Raipur's decision regarding responsiveness of bids will be based on the contents of the bid itself without recourse to extrinsic evidence and will be final.
- e) A bid determined as substantially non-responsive will be rejected by AIIMS Raipur and shall not be considered beyond tender opening stage by correction of the non-conformity.
- f) AIIMS Raipur may waive any minor infirmity or non-conformity or irregularity in a bid which in its opinion does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- g) Notwithstanding the above, AIIMS Raipur reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- h) The bidder whose bid is accepted will be notified of the award of contract by AIIMS Raipur prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.

20. Indemnity :-

- a) The Agency shall indemnify the Institute from, and defend and hold the Institute harmless from and against, any losses suffered, incurred or sustained by the Agency or to which the Agency becomes subject, resulting from or arising out of any third party claim :
 - (i) due to negligence in performance of the Services provided by the Agency;
 - (ii) Relating to the failure by the Agency to obtain, maintain or comply with the Statutory provisions, Consents, and Governmental Approvals;
 - (iii) Relating to personal injury (including death) or property loss or damage to the extent caused by the Agency or due to its employees' acts or omissions;
- b) The Agency shall also be responsible for obtaining workman's compensation insurance of its personnel. In case of death, disability or any injury caused to them due to any accident in the premises of the Institute, during working hour or otherwise, the Institute shall not be liable to pay any compensation to the person or his/her dependents in this regard. In case any financial liability devolves upon the Institute under any present or future act, law or court order the same shall be recoverable from the Agency.
- c) There may be certain cases where negligence on the part of the Agency or the Institute for accident in the premises of the Institute causing death, disability or injury to its personnel cannot be substantiated for want of sufficient proof. Even in such cases, the agency will be liable to pay compensation to the victim or his dependents, as the case may be. The amount of compensation in such cases will be decided by the Institute which will be final and binding upon the agency.
- d) All the workers providing the services under this Agreement shall be employees of the Agency and the Institute shall not have an employer-employee relationship with the employees of the Agency. The Agency undertakes to keep the Institute indemnified against any demand/claim of wages, provident fund, Employees State Insurance and any other such dues of its employees. The relationship between the Agency and the Institute is purely contractual and the Institute is not responsible/liable for the employees and for staff of the Agency.
- e) The Agency shall undertake that any act of omission or commission including theft, by its staff shall be its sole responsibility and further that it would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- f) The Institute shall not be a party in case any dispute takes place between the Agency and his employees.

21. Representation and warranties :- The agency represents and warrants that

- a) It has all requisite competence and expertise to execute, deliver and perform its obligations under this Agreement;
- b) The execution, delivery and performance of this Agreement by the Agency (a) has been duly authorized by all its owners/partners (if any), and (ii) will not conflict with, result in a breach of or constitute a default under any other agreement to which the Agency is a party or by which the Agency is bound;
- c) The agency is duly licensed, authorized or qualified to do such business and are in good standing in every jurisdiction in which a license, authorization or qualification is required for the transaction of business of the character transacted by them, except where the failure to be so licensed, authorized, or qualified would not have a material adverse effect on its ability to fulfill any of the its obligations under this Agreement;
- d) The agency is in compliance with all Laws applicable to it for delivery of the proposed services and it has obtained all applicable permits and licenses required of it in connection with its obligations under this Agreement;
- e) The performance of Services shall be in accordance with the Service Levels and meet the highest professional standards.

22. Force Majeure :-

- a) Neither the Agency nor the Institute shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the effective Date.
- b) The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- c) If and to the extent that the Agency is prevented from executing the Services by the event of Force Majeure, while the Agency is so prevented it shall be relieved of its obligations to provide the services but shall endeavor to continue to perform its obligations under the contract so far as reasonably practicable and in accordance with Good Operating Practices.
- d) The Agency shall not be entitled to payment of the Monthly Charge for the period of interruption caused by the event of Force Majeure.
- e) Irrespective of any exemption of performance granted under this clause, if an event of Force Majeure occurs and its effect continues for a period of [21] days, either party may give to the other a notice of termination. [If the Institute is paying fee during Force Majeure, then Agency should not have a termination right, as it is being paid.], which shall take effect [7] days after the giving of the notice. If, at the end of the [7]-day period, the effect of the Force Majeure continues, the contract shall terminate.

23. Amendment to the Contract :-

- a) The Institute reserves the right to amend the scope and value of the contract.
- b) For any of the above actions, the Institute shall neither be liable for any damages, nor be under any obligation to inform the Agency of the grounds for the same.

24. Interpretation

Any dispute regarding the interpretation of this Agreement shall be submitted to the Director, AIIMS, Raipur for consideration. The decision on such dispute by the Director, AIIMS, Raipur shall be final and binding on both parties.

25. Pre-Institution mediation settlement :-

Provision relating to pre-Institution mediation settlement would apply to the present contract.

26. Arbitration:-

If any difference arises concerning this agreement, its interpretation or 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, either of the parties may make a request to Director, AIIMS Raipur to settle the dispute by Sole Arbitrator. Sole Arbitrator will be appointed by the Director, AIIMS Raipur. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

27. Legal Jurisdiction:-

The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations here under shall be deemed to be located at Raipur, Chhattisgarh and Courts within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

28. Scope of Work:-

The Agency is expected to provide the following services:

- a) Cooking and serving meals (Hi-Tea, lunch/dinner).
- b) Managing and control of stocks and inventories.
- c) Coupon sales. Residents may use these coupon to get 'extra' items not included in the basic menu of the serving items;
- d) Cleaning of utensils, kitchen, cooking, dining, serving items and auxiliary areas. The Agency will maintain full cleanliness and hygienic conditions in the convocation area. After every meal all the plates, serving /cooling utensils have to be washed every time after use and the plates and spoons have to be sterilized every day. Cooling vessels, serving accessories etc., has to be sterilized after every day. The Agency should also clean the table and Chair of convocation.
- e) Sufficient counters for every meal shall be made operational. The decision of Convocation Committee in this regard shall be final.
- f) The Agency shall be responsible for ensuring safety and maintenance of all the equipment, during the entire period of the convocation. If any damage/loss of equipment found, then the no responsibility of AIIMS Raipur.
- g) The Convocation Committee of the Institute will monitor the quality of the food and other items supplied by the Agency including services.
- h) The Agency shall take meticulous care to provide clean and quality food in all preparations.
- i) Food ingredients, additives and materials must be of best quality available in the market.
- j) Quality of food/services provided will be inspected/checked and if found unsatisfactory, the contract may be cancelled at any time by the Convocation Committee with/ without notice.
- k) The caterer Agency undertakes to keep the premises, kitchen, dining room and other area connected therewith neat, clean and tidy at all times and in accordance with the health/hygienic bye-laws
- l) The responsibility of maintaining the cleanliness and hygienic condition of the convocation and proper disposal of waste will be of the Agency, at its own cost. The garbage collected from the kitchen, dining hall, dish wash area should be disposed off right away by the Agency. The surrounding shall be kept clean and hygienic at all time.

- m) The owner of the Agency shall ensure that either he himself remains present during services to the guest/faculties or one of his responsible supervisors remains present.
- n) The Agency should have at least one trained and certified person in their business premises to ensure food safety. It may nominate a person as food safety supervisor and get him/ her trained under the FSSAI FoSTaC programme.
- o) The Agency would provide sufficient number of cooks, waiters and other servants in the convocation and shall ensure that they are professional, civil, sober and honest in their dealings with the guest/faculties and staff and any other users of their services.
- p) The Agency shall ensure that the staff engaged by it observes safety precautions and security regulations at the campus.
- q) Employees shall be in proper uniform provided by the Agency, medically found fit, hygienically suitable, nails trimmed, haircut, shave taken and maintain discipline in the campus.
- r) The Agency shall not sub-let the premises either in whole or in part. 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 institute.
- s) The Agency/its employees/nominees will not be permitted to stay overnight in the Institute premises.
- t) All the expenses for LPG gas etc. will be borne by the Agency.
- u) Fire and other safety measures are to be provided by the Agency itself.
- v) Safety measures are to be provided by the Agency itself.
- w) Hygiene and cleanliness should be maintained while preparing and serving Lunch.
- x) All food items should be less spicy & less oily.
- y) No utensils and other necessary items/equipment will be provided from AIIMS Raipur and it should be arranged by the Service Provider at their own cost i.e. vessels, plates, spoons, forks, big bins, heating equipment good quality napkins and other items if any. All utensils should be very clean and will be checked by our members before the lunch and should be brought enough numbers in order to serve everyone hassle free.
- z) Washing and cleaning of utensils should be managed by the vendor.
- aa) Dishes are expected to be arranged in the designated area (except tandoor preparation) thirty (30) Minutes prior to the commencement of specified Lunch time.
- bb) Menu will be finalized by the committee members.
- cc) The bins to collect waste food and used plates should be arranged by the caterers.
- dd) In respect to packaged products like ice cream etc. the caterer has to ensure the availability of sufficient stocks from approved vendor.
- ee) The quality of the available brand is as suggested by convocation committee.
- ff) The contractor shall be responsible and liable for all the claims of his employees if any emergency occurs.
- gg) The contractor shall be responsible for adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work.
- hh) Polythene bags / plastic cups shall not be used during Convocation. Plastic containers / polythene pouches in which any milk products or eatables are generally soiled should be disposed of as quickly as possible.
- ii) Food wastage should be segregated from regular wastes and should be disposed properly as per extant laws.
- jj) Violation of any of the above clauses will be entitled in financial penalty decided by the institute.

29. Mode of Operation :-

- a) The Agency shall obtain instructions from the convocation Committee of the Institute for the type of menu that may be served in the official lunches/dinners/tea parties to the participants of the training courses.

- b) The Agency will not have any say in preparation of menu or any policy matter related to running the convocation. All such decision will be the direct responsibility of the relevant executives of the Institute.
- c) Catering services shall be operational for a minimum of 5 hrs. on the day of convocation.
- d) Work / Services shall be completed before a date set by AIIMS Raipur. The timing of services will be intimated to the vendor at least 5 days in advance.

30. Penalty Clause/Liquidated/Punitive Damages:

If the bidder fails to perform the service satisfactorily, penalty upto 100% of work order value may be imposed, PSD (Performance Security Deposited) may forfeited. The decision of Director, AIIMS, Raipur regarding the services being satisfactory or not shall be final and binding of the bidder.

Sr. Administrative Officer

For and on behalf of **Director, AIIMS, Raipur.**

PARTICULARS FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK/ NATIONALIZED BANK (WHETHER SITUATED AT RAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RAIPUR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED)

To,

**The Director
All India Institute of Medical Sciences (AIIMS),
Tatibandh, GE Road, Raipur-492 099 (C.G.)**

LETTER OF GUARANTEE

WHERE AS All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) have invited Tenders vide Tender No.....Dt.....for providing of.....AND WHERE AS the said tender document requires the service provider whose tender is accepted for the providing of catering services in response there to shall establish an irrevocable Performance Guarantee Bond in favour of "AIIMS Raipur" in the form of Bank Guarantee for Rs..... which will be valid for period of sixty days beyond the expiry of contract. Tthe said Performance Guarantee Bond is to be submitted within 15 (Fifteen) days from the date of Acceptance of the LOA.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said firm failing to abide by any of the conditions referred to in tender document/work order/performance of the services, this Bank shall pay to All India Institute of Medical Sciences (AIIMS) Raipur on demand and without protest or demur(Rupees.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) as to whether the said firm has committed a breach of any of the conditions referred in tender document/ work order shall be final and binding.

We,.....(name of the Bank & branch) here by further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the firm and/or All India Institute of Medical Sciences (AIIMS) Raipur(Buyer).

Not with standing anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed` (Indian Rupees.....only).
- b. This Bank Guarantee shall be valid upto..... (date) and
- c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Raipur serve upon us a written claim or demand on or before.....(Date), Claim period should be beyond six month from the date of validity i.e. (b) above.

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at Raipur situated at.....(Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:.....

Complete Postal Address:

Form-A

**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS / National Electronic Fund Transfer (NEFT) Mandate Form**

1.	Name of the Bidder	
2.	Permanent Account No(PAN)	
3.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No.	
	i) NEFT/IFSC Code	
	g) RTGS Code	
	h) Type of Account	
	j) Account No.	
4	Email id of the Bidder	
5.	Complete Postal Address of the bidder	

Form – B

Declaration by the Bidder:

1. I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Raipur and/or prosecuted as per laws.
2. I/We have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract & rules and I/we agree to abide them.
3. The bidder should not have been blacklisted before at any government organisation/institute etc.
4. The bidder should not be prosecuted by any court of law defaulter for any Bank/Financial organization etc.

Place:-.....

Date:-

(Signature of Bidder with seal)

Name :

Seal :

Address :

TECHNICAL QUALIFICATIONS AND DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID

The following documents are required to be uploaded by the Bidder along with Technical Bid as per the tender document:-

1. Scanned Copy of EMD documents must be uploaded.
2. Name & Address of the Tenderer Organization/ Agency with phone number, email and name and telephone/mobile number of contact person (On Letter Head).
3. Year of Establishment and shop & establishment registration certificate.
4. State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization (On Letter Head).
5. Registration Number and date of registration of company/ cooperative/agency
6. Power of Attorney Authorization for signing the Bid documents in case of Partnership firm or a company or a Government Department or a Public Sector Organization & different person other than proprietor.
7. Bidder must have experience of providing manpower on outsourcing basis in Central/State Government/ PSUs/Public Sector Companies/Limited companies of the value of **₹ 1.20 Cr.** or more in each of the last three financial years (2016-17 2017-18 2018-19). A copy of the satisfactory certificate from the authorized person should be attached. Copies of work order showing the value of order to be attached.
- 8. Should be registered with relevant labour licensing authority. A copy of valid Labour license should be enclosed.**
- 9. A copy of valid License RLC of Chhattisgarh,**
10. Should be enclosed copy of Employee's Provident Fund (EPF) registration.
11. Should be enclosed copy of Employee's State Insurance (ESIC) registration.
12. Should be enclosed copy of GST Registration certificate.
13. Should be enclosed copy of PAN card.
14. Should be enclosed copies of returns of Income Tax for last three financial years (2016-2017, 2017-2018, 2018- 2019).
15. Have you previously provided these services to any government / private organization? If yes, attach the relevant proof.
16. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.
17. Annual Accounts (Balance sheet & P/L Accountant) of the agency, duly certified by Chartered Accountant for last three financial years. (2016-2017, 2017-2018, 2018-2019). Annual Turnover of bidder in the last three year each must not be less than **₹ 90.00 lakh**, should be attached with bid.
18. Please submit on company/firm letter head that:-
 - (i) No case is pending with the police against the Proprietor/partner or the Company (Agency). Indicate convictions if any against the Company/firm/partner.
 - (ii) proprietor/firm has never been blacklisted by any organization.
19. Duly filled Form-A & Form-B.
20. The bidder should have their registered office / branch in Raipur. If not, than undertaking (on letter head) for setting up same within 30 days from the award of work.

PRICE BID

Price bid in the form of BOQ _XXXX.xls

(To be made on Rs 100.00 Non Judicial Stamp Paper) DRAFT
AGREEMENT FORMAT

This agreement is made at Raipur on the _____ day of _____ Two thousand nineteen between the Director, All India Institute of Medical Sciences, Raipur, **acting through Sr. Administrative Officer, AIIMS, Raipur, having its office at AIIMS, Raipur-492099** (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 _____ (hereinafter 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 providing Manpower for AIIMS, RAIPUR at Raipur on the terms and conditions stated below:

1. All the terms & conditions of the tender document will form as the part of this agreement also.
2. 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, ESIC, Gratuity, etc. relating to personnel deployed in AIIMS, RAIPUR. The Client shall have no liability in this regard.
3. The Agency shall be solely responsible for any accident/medical/health related liability/ compensation for the personnel deployed by it at AIIMS, Raipur site. The Client shall have no liability in this regard.
4. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
5. The contract can be terminated in case of violation of contract, by giving one month notice by the AIIMS, Raipur.
6. In case of non-compliance with the contract, the Client reserves its right to:
 - a. Cancel / revoke the contract; and / or
 - b. Impose penalty up to 10% of the Total Annual Value of contract
7. Performance Security amounting to ₹ _____ or 10% of the Annual Contract Value, whichever is higher in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from a scheduled bank shall be furnished by the Agency at the time of signing of the Agreement.
8. The personnel provided by the Agency will not claim to become the employees of AIIMS, RAIPUR and there will be no Employee and Employer relationship between the personnel engaged by the Agency & AIIMS, RAIPUR.
9. There would be no increase in rates payable to the Agency during the contract period.
10. The Agency also agrees to comply with annexed Terms and Conditions of the Tender and amendments thereto from time to time.

11. Decision of Client in regard to interpretation of the Terms and Conditions of the Tender shall be final and binding on the Agency.
12. 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 fully indemnified against liability of tax, interest, penalty and any other legal liability etc. of the Agency in respect thereof, which may arise. The books of accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.
13. 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 Raipur.

This Day of 2019 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 Raipur in the presence of the witness.

For and on behalf of the **'Supplier'**
Raipur

For and on behalf of the **'AIIMS,**

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the **'Supplier'**

SIGNED, SEALED AND DELIVERED

By the said

By the said _____

_____ (Name)

_____ (Name)

on behalf of the **'Supplier'** in presence of

on behalf of the **'AIIMS, Raipur** in presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

- 3) Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.

- 8) Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.
