



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)

All India Institute of Medical Science, 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- 2573777, email: admin@aiimsraipur.edu.in

Website: www.aiimsraipur.edu.in



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) में
अल्पाहार गुह सेवाएं प्रदान करने के लिए निविदा आमंत्रित करने की सूचना

**Notice Inviting Tender for Cafeteria Services of Medical College
Building at AIIMS Raipur (C.G.)**

CRITICAL DATE SHEET

Published Date	09/08/2023 Time 06.00PM
Bid Document Download / Sale Start Date	10/08/2023 Time 10.00AM
Clarification Start Date	11/08/2023 Time 11.00AM
Clarification End Date	12/08/2023 Time 03.00PM
Pre bid meeting	16/08/2023 Time 03.30PM
Bid Submission Start Date	17/08/2023 Time 10.00AM
Bid Submission End Date	28/08/2023 Time 03.00PM
Bid Opening Date	29/08/2023 Time 03.30PM

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अखिल भारतीय आयुर्विज्ञान संस्थान, 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 Two stage two bid systems for Cafeteria services at Medical College building 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 bidder 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. **Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidder 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 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. The bidder must have valid food license certificate (FSSAI) issued on or before date of issuance of tender.
7. The Contractor shall use the said licensed premises only for the purpose of operating a food and beverage and sale of tea, coffee, cold drinks, ice creams and mineral water at the cafeteria subject to the terms and conditions of this tender.
8. The bidder must be able to provide the service within specified time period as prescribed in the Work Order, failing which the bidder is liable to be banned from doing business with AIIMS Raipur further three years.

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 highest 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 Administrative office at AIIMS Raipur Premises at the prescribed time.
- a) Financial bids of only those bidders will be opened whose technical bids are found suitable by the expert committee appointed for the purpose.
- b) No separate information shall be given to individual bidders.
- c) In comparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
13. Notwithstanding anything contained in this bid document, 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.
14. 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. ₹ 1,10,000/-) is to be submitted by means of a Bank Demand Draft/FD, of a scheduled bank payable/enchusable 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) must reach the office of the Sr. Administrative Officer, Gate no. 5, Medical College Building, 2nd Floor, AIIMS, Raipur prior to opening of tender.
- i. 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.
- ii. Tenders without Earnest Money will be summarily rejected.
- iii. No claim shall lie against AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
- iv. The earnest money will be returned to the unsuccessful tenderers after the tender is awarded.
- v. 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.
- vi. **MSME's registered with NSIC and Udyog Aadhar Memorandum (UAM) will be exempted from submission of earnest money, provided a valid NSIC registration certificate is submitted alongwith bid documents.**

17. Tender Cost is exempted as per GFR -2017.

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

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 **on 16-08-2023 at 03.30 PM in the 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 disputes regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion relating to this contract will not be entertained and it will be deemed that the agency has fully understood the terms and conditions of 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 may be held to verify the documents submitted in support of qualifying criteria in respect of only technically qualified bidders and they shall have to produce original documents for verification. Those who fail to produce requisite documents 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 successful bidder shall have to submit a performance Security Deposit (PG) Rs. 5,00,000/- of contract value within 15 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PG beyond 15 days and upto 30 days from the date of issue of LOA may be given at the discretion of competent authority. However a penal interest of 15% per annum shall be charged for the delay beyond 15 days. i.e. from date of issue of LOA. In case the bidder fails to submit the requisite PG even after 30 days from the date of issue of LOA the contract shall be terminated and the failed contractor shall be debarred from participating in re-tender (if any) for that item/service. Performance Security Deposit is mandatory.
 - b. Successful bidder/firm should submit performance security as prescribed in favour of "AIIMS, Raipur" 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 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 :-** If during the term of this contract, the Agency is in default of the due and faithful performance of its obligations under this contract, or any other outstanding dues by the ways of fines, penalties and recovery of any other amounts due to it, the Institute shall without prejudice to it's other rights and remedies hereunder or under the applicable Law, be entitled to call in, retain and appropriate the Performance Security. Nothing herein mentioned shall debar the Institute from recovering from the Agency by a suit or any other means, any such losses, damages, costs, charges and expenses as aforesaid, in case the same exceeds

the amount of the Performance Security. Performance Security Deposit may be forfeited in case of failure to fulfil any of the terms & conditions of contract by the Agency.

4. Contract Period:-

- a) The duration of the contract shall be **for a period of two (02) year which may be extended or curtailed, at the discretion of the Institute.** Extension(s), if any, may be granted for a period of 1 year at a time, on mutually agreed terms and conditions, subject to successful/satisfactory completion of initial contract.
- b) AIIMS Raipur reserves right to terminate the contract without assigning any reason thereof at any time after giving one month notice to the selected service providing Company/ Firm / Agency. The agency, however, will have no option to withdraw from the contract on its own during the initial contract period of one year.
- c) The competent authority reserves all rights to reject the service if the same are not found in accordance with the required description/quality and make alternative arrangements at the risk & cost of contractor.

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 bidders 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 tenderer who are found canvassing in any form are liable to have their tenders rejected out-rightly.

7. 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.

8. Terms of payment:-

- a) Payment (if any) will be made through NEFT/RTGS only. The taxes or deduction will be deducted as per Income Tax Act & Rules, as applicable.
- b) The contractor must keep money in change and must not use toffee, chocolate or any other items in lieu for change. The contractor must provide e-transaction options like PAYTM, Phone Pay, Card Reader etc.

9. Evaluation of bids

- a. A bid will be considered as substantially responsive if it conforms to all terms & condition of the bid documents without material deviations.
- b. 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;

- c. The Institute'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.
- d. 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.
- e. The Institute will be at liberty to 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.

10. Award of Contract

- a) The contract will be awarded to the bidder whose quotation has been determined to be substantially responsive and who has bid the highest evaluated quotation price.
- b) Notwithstanding the above, the Institute reserves the right to accept or reject any quotations or to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- c) 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.
- d) The successful bidder has to constitute a contract on 100 rupees stamp paper within 7 days of the award of work.
- e) The technically qualified Bidder who submits highest financial bid amount shall be declared as Successful bidder (H1) and communication to that effect shall be made subject to approval and as decided by the Competent Authority.

- 11. 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.

12. 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.

13. **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.

14. **Breach of Contract:-**

a) If the agency fails to fulfil any of the terms and conditions of this agreement, including its annexure 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.

15. **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.

16. **Legal Jurisdiction** :-The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Courts within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.
17. **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.
18. **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.
19. **Pre-Institution mediation settlement**:-Provision relating to pre-Institution mediation settlement would apply to the present contract.
20. **Arbitration**:-If any difference arises concerning this agreement, its interpretation on payment to be made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, 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 amongst 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.

Special Terms & Conditions

1. The AIIMS Raipur will offer area measuring 1055.29 Sq. ft. for Cafeteria setting within the campus situated at Medical College AIIMS Raipur.
2. The successful Bidder will be decided upon the highest rent quoted (above than reserve price i.e Rs. 1,00,000/- without GST) by particular Bidder for designated area.
3. The technically qualified Bidder who submits highest financial bid amount shall be declared as Successful bidder (H1) and communication to that effect shall be made subject to approval and as decided by the Competent Authority.
4. The contractor must visit the site and gather a clear idea about the allotted space before submitting the quotation. The contractor shall not make any additions or alteration in the allotted premises during the period of contract.

5. The cafeteria service shall be provided from 08.00 hours to 20.00 hours on all working days. Except without the written permission of the Competent Authority AIIMS Raipur, the cafeteria will not function on Sundays and holidays.
6. AIIMS Raipur will not bear the expenditure for the setting up of stall /infrastructure.
7. The contractor should always maintain excellent quality furniture in the Cafeteria.
8. Over charging of rates strictly prohibited. In case of default, contract will be cancelled.
9. The contractor should always maintain a feedback book/complaint book. The monitoring Committee of the Institute will frequently go through the book. Failure to produce the same will be taken seriously and a fine will be imposed.
10. The service provider shall have to pay the electricity charges as per actual consumption at such rates as may be decided by the institute from time to time (including surcharge) and institute shall install a separate sub-meter at the cost of contractor to ascertain actual electricity charges or as per actual consumption at prevailing rates of Chhattisgarh Power Corporation Ltd. (CGPCL).
11. The service provider is restricted to make any change in electrical wiring, fittings and structural changes etc. without prior written permission of the Institute.
12. Licenses needed to run the cafeteria are 1. FSSAI license, 2. GST Registration specifying for selling of bakery items and beverages 3. Local Municipal Corporation Health License, 4. Police Eating House License and 5. Fire License (4 & 5 must obtain within a month of receipt of award of contract).
13. Products shall be of the best available quality, reliable and economical. The articles/ items sold/ stored for sale in the designated area shall be of good quality, if anything of sub-standard quality / expired items or unwholesome quality found, Competent Authority or any other officer authorized by him on his behalf may seize the whole.
14. To regulate price and quality, regular monitoring and supervision shall be made any time by an officer/official so authorized by the competent authority and submit the report of the irregularities, if any, to the office for necessary action by the committee, or authorized officer by the competent authority.
15. After every meal (breakfast & lunch), all the plates, cups, katoris, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and hot water and dried and kept ready for next meal. All the vessels used for cooking should also be washed in soap solution and hot water and should be available for use for cooking the next meal. The cleaning material supplied should be of appropriate quality.
16. The Contractor should ensure that proper trained personnel carry out the jobs and that proper supervision is done for all jobs.

17. The contractor shall be responsible for maintaining hygiene at the allotted space and for the disposal of wastages generated from the cafeteria operations.
18. The waste must be disposed off and 100% area should be cleaned and also to be cleared at sufficient intervals during the day. The contractor shall maintain cleanliness of the designated area at all times.
19. The contractor should hand over the premises in the same condition as it was given to them at the time of occupying and if any loss or damages to the assets will be found, the charges shall be recovered from the contractor.
20. No non-recyclable plastic or plastic containers are allowed to use in the campus as campus is considered non-plastic zone, failing which penalty will be imposed.
21. The contractor shall not keep the cafeteria closed on working days without prior permission from the AIIMS Raipur authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by AIIMS Raipur.
22. On award of the contract, the successful tenderer will have to file full details of the staff/crew/labour employed by him with AIIMS Raipur administration along with copies of documents to prove their identity.
23. The Contractor will be responsible for obtaining verification certificate from the police department in respect of all employees deployed by him.
24. The contractor shall submit to AIIMS Raipur a list of all workers engaged by him, indicating name, age, home address, qualifications, etc., and would also intimate as and when any change takes place. The contractor shall not at any time engage any minor to carry out the work under the contract.
25. The contractor shall maintain attendance and wages registers for all workers engaged under the contract at AIIMS Raipur and shall also take out Workmen's' Compensation Insurance Policy. The payment of wages to workers must be made as per rules in vogue. Proof of wages shall be submitted to AIIMS Raipur administration on a monthly basis.
26. All the workers engaged by the contractor for carrying out tasks under this contract shall be deemed to be the employee of the contractor only. The contractor shall be solely responsible for purpose of their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The contractor shall also provide its workers uniform, photo-identity cards which shall be checked by the AIIMS Raipur, as and when necessary.
27. The contractor and his staff shall abide by various rules and regulations of AIIMS Raipur as prevalent from time to time.

28. The contractor shall comply with all existing labour legislations and Acts, Provisions as applicable, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act etc. For any lapse or breach on the part of the contractor in respect of non-compliance of any labour legislation in force during the validity of the contract, the contractor would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
29. The contractor shall have to make own arrangements for the accommodation of his staff outside the premise of AIIMS Raipur. The cafeteria staff shall leave the campus latest by 20.30 hours and shall be granted permission to enter the campus not earlier than 07.00 hours. However, special timings will be permitted with prior approval of the Competent Authority of AIIMS Raipur.
30. The contractor shall ensure that his staff shall have proper shave and clipped nails while in service in the cafeteria.
31. AIIMS Raipur shall not be responsible for any injury/loss of life of worker of the contractor that may take place inside or outside the AIIMS Raipur premises. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsible of the contractor.
32. Contractor shall not sell any cigarette, beedy, pan, alcohol etc. in the cafeteria and in the AIIMS Raipur premises, if anyone is found indulged in these business the person shall be asked to leave the campus immediately and the contractor shall be liable to lose the contract for breach of this condition.
33. The staff engaged by the contractor shall: (a) Show professional courteous behavior at all times. (b) Wear neat and clean work clothes, etc. (c) will not smoke beedies, cigarettes or take alcoholic drinks in the campus and they are not allowed to chew pan, gutka, tobacco items etc.
34. The contractor shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
35. The contractor shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
36. AIIMS Raipur reserves the right to call upon the contractor to remove any person employed/working in the cafeteria, if found unsuitable for services on account of hygiene or health or conduct or any other administrative reasons.

37. The contractor's crew shall not be allowed to use any service area situated outside the cafeteria.
38. AIIMS Raipur would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS Raipur rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the contractor or his staff. The decision of AIIMS Raipur management in this regard would be final and binding on the contractor. In such an event, AIIMS shall have the right to engage any other contractor to carry out the task at the risk and cost of the existing contractor besides appropriating the security deposit and or any amounts due to the contractor. For violation of any terms and conditions of the tender, security deposit will be forfeited. If the contractor fails to provide the cafeteria service as per the tender condition, AIIMS Raipur will make alternate arrangement for the students from any other source. If AIIMS Raipur requires make the payment at the higher rate the difference amount will be recovered from the contractor either from the pending bills or from the security deposit.
39. The Institute will not be responsible for the payment of any bill due against any member of the Staff, employee and students etc. A notice to that effect shall be prominently displayed on the designated area.
40. The contractor should not transfer the contract of the cafeteria services or sublet the same to anybody which may be treated as a breach of contract and the contract shall be liable to terminator without any prior notice with consequent penalty including forfeiture of security deposit. All expenses whatsoever for re-tendering the services will be recovered from the contractor.
41. That encroachment other than allocated is not being allowed and will attract penalty @ Rs. 1000 per incidence per day.
42. The agency shall have to arrange for all cooking equipment, utensils, crockery, table linen, flower and other necessary equipment etc. on his own for smooth running of the canteen/pantry.
43. No separate water charges will be charged by the institute. But the contractor should use the water very sparingly and shall not waste water. If found misusing of water penalty of Rs.500/- to Rs.1000/- will be imposed for each event.
44. The contractor shall be required to pay rent charges along with electricity charges for the area allotted to him.
45. It is responsibility of the Tenderer to undergo the Food Safety Audit as conducted by FSSAI from time to time to check compliance with the standards of food safety and hygiene prescribed under Schedule 4 of the Food Safety and Standards (Licensing and Registration of Food Business) Regulation, 2011.

46. Rates for the items shall be fixed as per Annexure – B of the tender and shall remain fixed during the period of contract.

ITEMS SOLD

- a) The food items containing ingredient of good quality. Snacks and beverages should be of excellent quality and hygienic.
- b) The contractor should not keep any packed items for sale which has already surpassed the date of expiry.
- c) The packed items should be sold only as quoted in commercial bid or MRP which ever less.
- d) The item details and rate of selling should be displayed in bold and visible manner.
- e) The displayed rate should have break up of selling price and GST legible.

PENALTY

1. The Institute reserves the right to impose penalty (to be decided by the AIIMS Raipur authorities) on the contractor for any serious lapse in maintaining the quality and the services will fully or otherwise by the contractor or his staff or for any adulteration.
2. If the institute is not satisfied with the quality of eatables served, services provided or behavior of the contractor or his/her employees, the contractor will be served with 24 hour notice to improve or rectify the defect(s), failing which the AIIMS Raipur will be at liberty to take appropriate necessary steps as deemed fit.
3. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at the area in which the AIIMS Raipur Campus of the institute is functioning and only the said courts shall have jurisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts.
4. No separate water charges will be charged by the institute. But the contractor should use the water very sparingly and shall not waste water. If found misusing of water penalty of Rs.500/- to Rs.1000/- will be imposed for each event.

Rental Fees:

- a) Designated area provided to service provider for running of services will be made subject to an annual increase in the rent Charges @ 5% every year, on the rent Charges charged in the preceding year.
- b) The agreement shall be made only on highest rental charges basis. However, before the occupation of the designated area, the service provider after getting the letter of award shall have to submit the Security deposit.
- c) All formalities in respect of designated area like signing inventory of fixtures (electrical and civil), etc. shall be completed by the service provider within week during working days.
- d) Any breach in the terms and conditions of the contract between the Institute and service provider will provide an opportunity to the Institute to cancel the contract without assigning any reason whatsoever and forfeiting full or part of the Security/PBG as penalty.
- e) Rent charges of the designated premises shall be paid between 1st to 7th day of every month failing to with penalty of Rs. 500/- per day shall be impose after delayed period.

Maintenance of Area:

- a) The service provider shall maintain the designated area to the satisfaction of the Institute or any other official nominated by the Director to ensure proper maintenance of the cafeteria.
- b) The service provider shall allow the maintenance staff authorized by the Institute to have access to the designated area at all reasonable hours for inspection.
- c) Service provider or his/her staff shall not grow any trees, shrubs or plants contrary to the instructions issued by the institute nor cut or lop off any existing trees or shrubs growing in any garden, courtyard or compound attached to the cafeteria except with the prior written permission of the appropriate authority.
- d) Service provider shall ensure that he/she and his/her staff do not cause any inconvenience to their neighbours by their conduct.
- e) The service provider shall not undertake any structural change or alternation without written permission from the appropriate authority of the Institute.

Damages/ Thefts:

The service provider shall be personally responsible for any damage beyond normal wear and tear of the fixtures, civil fittings, electrical installations, fencing etc., provided in the designated area or theft of any of these items during the period of his/her occupation of the designated area. The service providers have to furnish complete present and permanent residential addresses of his/her staff with their photographs to the Estate office, along with the Police Verification Certificate.

Interpretation and Residual Matters:

On any question of interpretation of these Rules, the Director's decision shall be final. The matters or points in relation to which no specific provision exists in these rules, will be governed by the provisions of relevant Rules of Government of India.

TECHNICAL BID

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

1. Name & Address of the bidding Organization/Agency with phone number, email and name and telephone/mobile number of contact person (On Letter Head).
2. Shops and establishment Act registration No & date Photocopy to be furnished.
3. A copy of valid GST Registration certificate should be submitted.
4. A copy of valid PAN card should be submitted.
5. Valid ISO 9001 certificates of catering services.
6. Local Municipal Corporation Health Licences should be submitted.
7. Fire License should be submitted.
8. Type of Organization (whether proprietorship, partnership, Private Ltd. Company or Co-operative body etc.
9. Duly filled Form-A & Form-B.
10. Scanned copy of Annexure B must be uploaded with rates of food items.
11. Each page of NIT and its annexure duly signed and stamped should be submitted to indicate unqualified acceptance of terms & conditions of the bid document.
12. The Bidder should have experience of running cafeteria in the premises of Central/State Government/PSUs/Hospital/Educational Institutes during the last **05 years** as on bid submission date. A copy of the satisfactory certificate from the authorized person should be attached.
13. Annual turnover of bidder in each of the last three year (2018-19, 2019-20, 2020-21) must not be less than **1.00 Cr.**
14. Copies of returns of Income Tax for last three financial years (2018-2019, 2019-2020, 2020- 2021) should be attached with bid.
15. Annual Accounts (Balance sheet & P/L Accountant) of the agency, duly certified by Chartered Accountant for last three financial years. (2018-2019, 2019-2020, 2020-2021) should be attached with bid.
16. Power of Attorney for signing the Bid documents in case of Partnership firm or a company or a Government Department or a Public Sector Organization & person other than proprietor.
17. Should be registered with relevant labour licensing authority. A copy of valid Labour license should be enclosed.
18. Copy of FSSAI (Food Safety and Standards Authority of India) should be submitted.
19. Whether police verification certificate of all the staff presently engaged by you kept on record with you: Yes / No.
20. Copy of Employee's Provident Fund (EPF) registration with proof of submission of amount should be submitted.
21. Copy of Employee's State Insurance (ESIC) registration with proof of submission of amount should be submitted.
22. Please submit on company/firm letter head that:
 - a) No case is pending with the police against the Proprietor/partner or the Company (Agency). Indicate convictions, if any, against the Company/firm/partner.
 - b) Proprietor/firm has never blacklisted by any organization.

PRICE BID

Price bid in the form of BOQ _XXXX.xls

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 cafeteria 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.....[10% (ten percent)of the purchase value] which will be valid for entire contract period, the said Performance Guarantee Bond is to be submitted within 30 (Thirty) days from the date of Acceptance of the work order.

NOW THIS BANKHERE BY GUARANTEES that in the event of the said firm failing to abide by any of the conditions referred to 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 atsituated at..... (Address of local branch).

Yours truly,

Signature and seal of the Guarantor
Name of the Bank:.....
Complete Postal Address:

Form-A

**PARTICULARS FOR ACCOUNT DETAILS OF SUCCESSFUL 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.
5. If at any stage it is found that the firm (bidder) has quoted lower rates to any Govt./ Private Institute/Organization, bidder shall be liable to payback access value to AIIMS Raipur. AIIMS Raipur further reserves right to impose suitable penalty shall be made by AIIMS Raipur.

Place:-.....

Date:-

(Signature of Bidder with seal)

Name :

Seal :

Address :

List of Items

Rate quoted for the below mentioned items should be minimum across India.

Sr. No.	Items	Qty.	Price with GST in ₹
	<u>HOT BEVERAGES</u>		
1	Coffee	150 ml	₹ 10.00
2	Tea	150 ml	₹ 10.00
3	Green Tea	150 ml	₹ 15.00
4	Lemon Tea	150 ml	₹ 10.00
	<u>MAGGI</u>		
5	Maggi Noodles – Masala - Regular	1 pk.	₹ 20.00
6	Maggi-Noodles – Veg Atta	1 pk.	₹ 30.00
7	Maggi Noodles – Other Variants	1 pk.	₹ 35.00
	<u>SANDWICHES</u>		
8	Bun Butter & Jam	1 Pc.	₹ 15.00
9	Veg Sandwich	1 Pc.	₹ 25.00
10	Paneer Sandwich	1 Pc.	₹ 35.00
11	Chicken Sandwich	1 Pc.	₹ 50.00
12	Veg Cheese Sandwich	1 Pc.	₹ 40.00
13	Veg Grill Sandwich	1 Pc.	₹ 35.00
14	Veg Cheese Grill Sandwich	1 Pc.	₹ 45.00
15	Cheese Sandwich	1 Pc.	₹ 35.00
16	Cheese Grill Sandwich	1 Pc.	₹ 40.00
17	Chocolate Sandwich	1 Pc.	₹ 40.00
	<u>SNACKS</u>		
18	Veg Burger	1 Pc	₹ 35.00
19	Chicken Burger	1 Pc	₹ 50.00
20	Veg Pizza	1 Pc	₹ 70.00
21	Chicken Pizza	1 Pc	₹ 80.00
22	Veg Bread Roll	1 Pc	₹ 10.00
23	Pannier Bread Roll	1 Pc	₹ 15.00
24	Veg. Puffs	1 Pc	₹ 15.00
25	Egg Puffs	1 Pc	₹ 20.00
26	Chicken Puffs	1 Pc	₹ 25.00
27	Banana Fry	50 gm.	₹ 20.00
28	Onion Vada	100 gm.	₹ 15.00

Sr. No.	Items	Qty.	Price with GST in ₹
29	Somosa	100 gm.	₹ 15.00
30	Kachodi	100 gm.	₹ 15.00
31	Chicken Roll	100 gm.	₹ 45.00
32	Paneer Puff	1 Pc	₹ 20.00
33	Ribbon Slice Cake	1 Pc	₹ 30.00
34	Chocolate Slice Cake	1 Pc	₹ 30.00
35	Idly Sambar	100 gm.	₹ 20.00
36	Sambar Vada	100 gm.	₹ 20.00
37	Plan Dosa	1 Pc	₹ 30.00
38	Masala Dosa	1 Pc	₹ 40.00
39	Paper Dosa	1 Pc	₹ 40.00
40	Onion (Uttapam)	1 Pc	₹ 30.00
41	Dhokla	100 gm.	₹ 20.00
42	Pohwa	100 gm	₹ 10.00
	Lunch		
43	General Thali - Rise 100 gm, Chapatis 4 pcs, seasonable Veg – 150 gm, Dal 100 gm, Salad, Raita/Curd and Sweet		₹ 60.00
44	Special Thali – Rise 100 gm, Chapatis 4 pcs, Seasonable Veg. 150 gm, Paneer Veg 100 gm, Dal 100 gm, Salad, Raita/Curd and Sweet.		₹ 80.00
	<u>COLD BEVERAGES</u>		
45	Cold Coffee	150 ml	₹ 20.00
46	Iced Tea (Lemon)	150 ml	₹ 20.00
47	Orange	150 ml	₹ 20.00
48	Packaged Drinking Water	1000 ml	As per MRP
49	Chocolates/Toffee	As per MRP	
50	Chips/Biscuits/Cookies	As per MRP	
51	Fruits Cakes (All flavours) Branded + Packed	As per MRP	
52	Ice Creams (Cone, Bricks & Cups all flavours) Branded only	As per MRP	
53	Soup (All Flavours)	200 ml	₹ 20.00

Note: Any other Item will be approved by competent authority of AIIMS Raipur.

Declaration by the Bidders:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by them. I also certify that the products will be sold at the above rates only.

Name: -.....

Address: -.....

Phone No: -.....

Email: -.....

Seal: -.....

Place:-

Date:-

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.
