



## 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.

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**All India Institute of Medical Sciences, Raipur**

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

Tele: 0771- 2971307, email: [admin@aiimsraipur.edu.in](mailto:admin@aiimsraipur.edu.in)

Website: [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in)



**अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) में  
हॉस्टेल के लगभग 750 छात्रों के लिए मेस कैटरिंग सेवाएं प्रदान करने के लिए  
निविदा आमंत्रित करने की सूचना**

**Notice Inviting Tender “FOR MESS CATERING SERVICES FOR AROUND  
750 STUDENTS FOR HOSTELS”**

**At**

**All India Institute of Medical Sciences, Raipur**

**CRITICAL DATE SHEET**

Published Date	02/01/2019 Time 03.00PM
Bid Document Download / Sale Start Date	02/01/2019 Time 03.05PM
Clarification Start Date	03/01/2019 Time 10.00AM
Clarification End Date	11/01/2019 Time 03.00PM
Pre bid meeting	11/01/2019 Time 03.30PM
Bid Submission Start Date	17/01/2019 Time 10.00AM
Bid Submission End Date	28/01/2019 Time 06.00PM
Bid Opening Date	30/01/2019 Time 03.30PM

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अखिलभारतीयआयुर्विज्ञानसंस्थान, रायपुर, छत्तीसगढ़  
**All India Institute of Medical Sciences, Raipur (Chhattisgarh)**  
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**Website : [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in)**  
**e-mail: [store@aiimsraipur.edu.in](mailto:store@aiimsraipur.edu.in)**

1. Director AIIMS Raipur invites online bids on single stage two bid systems for "Providing the services of Mess Catering for around 750 students for Hostels at AIIMS, Raipur". Manual bids shall not be accepted.
2. Tender document may be downloaded from AIIMS web site [www.aiimsraipur.edu.in](http://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>.
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](http://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 summarily rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Raipur.

The Technical bid should include as per 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 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 tender document must be accompanied by copy of PAN, Certificate of firm/company registration, and GST registration.
6. 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 forfeited. Furthermore on completion of the stipulated time period, Work Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions as per Institutes norms.
7. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
8. All disputes shall be subject to Raipur Jurisdiction only.
9. **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.**
10. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> on Sr. Administrative office at AIIMS Raipur Premises at the time of bid opening.

- i. Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned services
  - ii. No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
11. 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.

**12. Award of Contract**

The Institute will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price.

- i) 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.
  - ii) The bidder whose bid is accepted will be notified of the award of contract by the Institute prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.
13. The competent authority reserves all rights to reject the service if the same are not found in accordance with the required description / quality.

**14. Earnest Money:**

Earnest money (**i.e. ₹ 8,46,000.00**) by means of a Bank Demand Draft/ FD/BG, a scanned copy to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FD/BG may be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)" at office of the Sr. Administrative Officer, Gate no. 5, Medical College Building, 2<sup>nd</sup> Floor, AIIMS, Raipur before 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 or Tender cost will be summarily rejected.
  - iii. No claim shall lie against the AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
  - iv. If MSME firm is registered for above tendered item, then the firm will be exempted for submission of EMD amount. Firm must upload scanned copy of following documents in support of exemption.
    1. National Small Industries Corporation (NSIC)
  - v. The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
  - 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.
15. **Tender Cost:- Exempted as per GFR -2017.**
16. In case the service provider requires any elucidation regarding the tender documents, they are requested to contact to the Sr. Administrative Officer, AIIMS Raipur through **e-mail: [store@aiimsraipur.edu.in](mailto:store@aiimsraipur.edu.in) or [admin@aiimsraipur.edu.in](mailto:admin@aiimsraipur.edu.in)** on or before end date of clarification as per critical date sheet.
17. 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 will be held **on 11-01-2019 at 03.30 PM in the Committee Hall, 1<sup>st</sup> Floor, Medical College Building, AIIMS, Raipur** regarding clarifying any points regarding these tender documents 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 every things about this tender. The date of the opening of the technical bid will 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 will fail to produce any desired document in original on the appointed date and time, theirs bid will be rejected without giving them any further opportunity.

### **2. Performance Security Deposit (PSD):-**

- a. The successful bidder shall have to submit a performance security deposit (PSD) in the form of BG/FDR/DD within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PG beyond 30 days band upto 60 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a panel interest of 15% per annum shall be charged for the delay beyond 30 days. i.e. 31<sup>st</sup> day after the date of issue of LOA. In case of the contract fails to submit the requisite PG even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract . The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance security deposit (PSD) is mandatory.
- b. Successful bidder/firm should submit performance security deposit as prescribed in favour of “AIIMS, Raipur” and to be received in the Sr. Administrative Office, 2<sup>nd</sup> Floor, Medical College Building, Tatibandh, Raipur (C.G) Pin-492099 before the date of commencement of services or 30 days from the date of acceptance of the work order, whichever is earlier. The performance security deposit to be furnished in the form of Bank Guarantee as per given Proforma of the tender documents, for an amount covering 10% of the contract value.
- c. The performance security deposit 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 deposit shall be for a period of 60 days beyond of entire contract period from the date of issue of work order.

### **Forfeiture of Performance Security Deposit**

If during the term of this contract, the contractor 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 AIIMS RAIPUR shall without prejudice to its other rights and remedies hereunder or at the applicable Law, be entitled to call in, retain and appropriate the Performance Security. Nothing herein mentioned shall debar the AIIMS RAIPUR from recovering from contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

### **3. Contract Period:-**

- a) The contract will be awarded initially for a period of one year to the successful bidder. This period may be extended on satisfactory performance for 2 more years after a review each year. The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs.100/-. In the event of bidder backing out before actual award or execution of agreement, Institute will have right to forfeit the earnest money in full.
- b) The rates at which the contract is awarded will be valid throughout the contract. No claims whatsoever on account of increase in the rate of material to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear such other expenses.
- c) AIIMS Raipur reserves right to reject some or all the applications without assigning any reasons whatever.

**4. Right of Acceptance:-**

AIIMS, Raipur reserves the right to accept or reject any or all bidder/tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender.

**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. Communication 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 his 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:-**

In case of breach of any terms and conditions as mentioned Agreement/Contract, the Competent Authority, will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by AIIMS, Raipur. In that event the security deposit shall also stand forfeited.

**8. Subletting of contract:**

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 AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

**9. 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.

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

The AIIMS, Raipur will have the right to call upon information regarding status of contract at any point of time.

**11. Terms of payment:-**

- a) Mess Committee, AIIMS Raipur shall pay the agreed amount on production of monthly bill (in duplicate) for the amount due towards services rendered during the preceding one month. The monthly bill shall be verifying by Mess Committee, AIIMS Raipur. Tax recovery and tax deposit will be through by DDO AIIMS Raipur. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
- b) The Basic rates quoted are fixed. GST as per actual will be applicable and paid extra. If genuinely paid by service provider.
- c) Similarly, as and when faculty/staff/visiting faculty avail Mess/mess services, such charges should be collected by the tenderer directly, and the Institute shall not be responsible for the same.
- d) The service provider shall be accountable for on-the-spot sales of coupons and its accounting.
- e) The aforementioned rates shall be in force for the entire period of contract and shall not be revised under any circumstances, except in case of wage revision according to the minimum wages act. In case of any extension granted on expiry of one year contract, a revision of aforementioned rates may be specifically requested by the service provider.
- f) Mess Committee, AIIMS Raipur shall open a separate Bank Account for Mess Catering Services and also collect the monthly charges from all the students. After the collection, it shall be deposited in respective bank account.
- g) Monthly bill payment of Mess Catering Services will be payable from above respective bank account of Mess Committee, AIIMS Raipur.

**12. Award of Contract**

AIIMS Raipur will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price.

- i. 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.
- ii. The bidder whose bid is accepted will be notified of the award of contract by the AIIMS Raipur prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.

**13. Arbitration:-**

If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result with in 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.

**14. Legal Jurisdiction:-**

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

**15. Scope of Work:-**

The service provider is expected to provide the following services:

- a) Cooking and serving meals (breakfast, lunch, evening tea and Dinner).
- b) Arrangement for serving meals for approx. 600 students to be made in the mess situated at AIIMS Medical College Campus and arrangement for serving seals for approx. 150 students in the student's hostel in the AIIMS Residential Complex at Kabir Nagar Raipur.
- c) Facilitates procurement of raw material for and on behalf of the institute
- d) Managing and control of stocks and inventories
- e) Coupon sales. Residents may use these coupon to get 'extra' items not included in the basic menu of the serving items;
- f) Cleaning of utensils, kitchen, cooking, dinning, serving items and auxiliary areas. The contractor will maintain full cleanliness and hygienic conditions in the canteen 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 meal (every week). Cooling vessels, serving accessories etc., has to be sterilized after every day (every week). The mess hall and kitchen has to be disinfected every week (every month) by the contractor. Fly catchers, mosquito repellent be used by the contractor on regular basis. The Contractor should also clean the table and Chair of Mess.
- g) Security of the equipment, utensils and other items in the mess
- h) Maintenance of the equipment in the kitchen and dinning area;
- i) Maintenance of books, ledgers, other records and documents related to running the mess.
- j) Deployment and supervision of required man power for the above mentioned tasks.
- k) The Institute requires contractor(s) to run Hostel Mess Services at AIIMS Raipur on subsidized rates as fixed by the Institute to cater for the needs of the students, residents, faculties, staff and visitors attending the Institute.
- l) To fix the menu in consultation with the committee of the Institute from time to time.
- m) Strict adherence to the timings, menu and prices of extra items will be made as determined by the Mess Committee in consultation with the Caterer.
- n) The strength of mess members is expected to be 750 during the year. During the summer and winter vacations, mess shall remain closed, unless prior agreement is reached between the Mess Committee and the Caterer.

As can be noted from the above, operational services shall **NOT INCLUDE** preparation of menu and any policy matter related to running the mess. All such decision will be the direct responsibility of the relevant executives of the Institute.

**16. Eligibility Criteria:**

- A. The Bidder shall have at least 3 years experience of providing mess catering services to Central/State Govt. Agencies including PSU/Autonomous Organizations and reputed Private Companies and also having executed minimum value of **₹ 1.41 Crore** of contract of providing the service of mess catering in any year out of last three years (i.e. 2015-16, 2016-17 & 2017-18).



- B. The average annual turnover of the bidder in the last three financial years ending 31/3/2018 should be not less than **₹ 2.82 Crore**. The bidder should submit a certificate issued by Chartered Accountant verifying the annual turnover.
- C. The applicant should be in catering business for a minimum period of five years as on 30-06-2018
- D. Experience of having successfully run the catering service during the last 05 years ending the 30-06-2018, as per following details:-
- i. 02 (two) similar completed works (*preferably one of them should be in Academic Institute*) each having not less than 400 persons on its dinning strength since 12 months.
- OR**
- ii. 01 (one) similar completed works (*preferable should be in Academic Institute*) having not less than 700 persons on its dining strength since 12 months.

**Note: Similar nature of work means the running of large messes of Institutions / Hospitals / Central Government / Central Autonomous Bodies / Central Public Sector Undertaking / large industrial establishment / Organizations / companies.**

A tender without accompanying supporting documents will not be considered.

- E. Should not have incurred any loss in more than two years during the last five years ending 31-03-2018.
- F. The applicant should have on his pay roll sufficient number of trained employees for the proper execution of the contract. The applicant should submit a list of these employees stating clearly how these would be involved in this work.
- G. Document indicating ECIS and EPF payment to the employee need to be furnished for preceding one year, failure of which, the tender will be rejected.

**17. General Structure of the mess menu**

**BREAKFAST:**

- a) Parantha or upma or poha or idly or wada or Dosa or poori-aalu subzi or Cutlet or Pav-bhaji or sprouts), OR
- b) Four toasted bread slice with butter & jam.
- c) Two boiled eggs or two egg omlette. (thrice a week)

**And**

- 1) Milk (~200ml) with cornflakes/ bournvita/ complan or tea or coffee.
- 2) 1 Banana. (Thrice a week)

**LUNCH:**

- 1) Rice (unlimited),
- 2) Chappati or plain-parantha or poori (unlimited),
- 3) Dal or Sambhar or Curry or rajma or chola (unlimited).

- 4) Vegetable (fried) (unlimited),
- 5) Curd or its other form (raita, chhach) or flavoured drink (Rasna, Roohafza etc.)
- 6) Pickle & salad ( lemon and any of three viz. tomato, carrot, beetroots, cucumber & onion)
- 7) One Papad.

**(Evening Snacks):**

- 1) Samosa or kachori or aalu-bonda or chana-wada or Uttapam or idli sambhar or dosa or upma or wada sambha & two slices of plain bread with butter (~20gm) & jam.  
Or  
Four toasted bread with jam & butter without snack item.  
Or  
One bowl of instant noodles.
- 2) Tea or coffee.

**DINNER:**

1. Rice (unlimited).
2. Chapati or plain-parantha or poori(unlimited).
3. Curry or rajma or chola (unlimited).
4. Vegetable (unlimited),
5. Curd or its other form (raita, chhach) or flavoured drink (Rasna, Roohafza etc.)
6. Pickle & salad ( lemon and any of three viz. tomato, carrot, beetroots, cucumber & onion)
7. One Papad.
8. Sweet dish (as a part of special meal) (twice a week).

**Note:**

- a) Fennel seeds / sugar & pickles shall be provided with every form of meal. Either Curd or its other form must be served with every lunch. Ketchup shall be provided with Samosa, bread pakora, Parantha etc. in breakfast. Imli, tomato Chutney shall be served with kachori, samosa & other forms of Snacks. Coconut Chutney & Sambhar will be served with all south Indian breakfast foods. One serving of Sweet Dish or One scoop of Ice-cream or Milk-shake (200ml) or one serving of mixed fruits have to be served with special meal. Sweet must include all forms of Bengali, Gujarati or south Indian dishes.
- b) Special meals will be served twice a week i.e. for non-vegetarians there will be two servings for non-veg in dinner [one egg item-egg curry / egg bhurjee / masala egg etc. (Wednesday); and another non-veg. item masala chicken / mutton-korma / fish / butter chicken/ chicken or mutton biryani (Sunday)]. Equivalent veg. preparations like malai kofta/ kadhahi paneer/ paneer butter masala and some special veg. (as decided by the Mess Committee) will be served also. Each special meal will have sweet dish/ Ice-cream/ Pudding.
- c) For lunch and dinner a variety must be ensured. Dal of different varieties must be served on different days and for lunch and dinner. This may include the following: Moong Dhuli, Moong Sabut, Moong Chilke wali, Masur Dhuli, Masur Sabut, Chana Dal, Arhar Dal, Arhar, Kaala Chana, Safed Chana, Lobia/ Raungi, Rajma, Urad Sabut etc. No dal must be served more than twice during a week. Similarly, the vegetables of different varieties preferably, seasonal vegetables, must be served. The same vegetable must not be served more than twice during a week. The contents of potato in any cooked vegetable must not be more than 25% except when potato vegetable is identified in the menu. If any dal or vegetable is served more than twice on any occasion, the

residents will have the right not to pay for that item on that day after the Mess Committee has certified the extra repetition of the item.

- d) The detailed daily meal wise menu specifying the dals and vegetables to be served will be identified in the beginning of each month by the Mess Committee in consultation with the service provider. It will be mandatory for the service provider to serve this menu. In case of any difficulty in the same Mess Committee must be informed well in time.
- e) The service provider will be required to provide Khichri or any other suitable item for sick residents in lieu of the regular meals.
- f) The service provider will not serve any item whose rates have not been approved by the mess committee beforehand.

**Quality of ingredients and other items:**

The ingredients used must be of reputed brands, some of which have been listed below:

1. Butter, will be use of Amul / Mother Dairy / Britannia
2. Jam, will be use of Kissan / Pan / Tops/ Safal
3. Oil will be refined Oil: Dhara, Fortune, Sunflower, Sundrop, Saffola
4. Rice will be good quality Basmati (twice a week) Sona masorie (thin and thick)
5. Wheat/ Atta must be approved by the competent authority / Mess Committee (Preferably, Ashirvad, Pillsbury, Annapurna, Trishul)
6. Coffee will be Nescafe / Bru / Tata
7. Tea must be branded, brand approved by the Mess Committee
8. Milk will be toned milk of Mother Dairy/DMS, Parag/Amul
9. Ketchup and Pickles will be of Tops/Kissan/Nafed/MTR
10. Salt will be iodized branded salt and masalas will be of either MDH or BMC, or some other approved brand
11. Besan will be of Pan or Rajdhani brand(s).
12. Brand of any other item required or any of the above items, in case of non-availability of above brands, will be mutually decided by the Mess Committee and the service provider and approved by the competent authority.
13. Pickle, will be use of Mother's/Pravin/ Priya.
14. Ghee, will be use of Sanchi, Amul, Mother Dairy, Britannia
15. Dal will be of Unpolished.
16. 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. The mess manager will check all materials brought to the mess as well as cooking practices, followed in the event of quality of the food served being poor, adulterated, contaminated use of expired raw material's or not adhering to contractual conditions, the mess committee will be free to impose monetary fine or equivalent special dish as deemed fir on the contractor.

**Tentative Timings:**

The following timings will be followed:

Breakfast	: 7.00 am to 9.30 am on weekdays (Monday to Saturday) 8.00 am to 10.00 am on Sunday and Institute Holidays
Lunch	: 12.00 pm to 2.30 pm on weekdays (Monday to Saturday)
Evening Tea	: 5.30 PM to 6.30 PM on every day.
Dinner	: 8.00 pm to 10.00 pm on every day.

***Note: The above schedule is subject to change by the order of Component Authority.***

**Note:**

- Institute will provide the utensils for cooking as well as serving food, including plates, tumblers, spoons etc.
- All the equipment brought by the service provider into the hostel premises must be registered with the caretaker.
- **The service provider will be responsible for cleaning of the kitchen and the dining area, including the wash basins and the dustbins for maintaining proper hygiene.**
- The service provider will also provide soap cake/liquid soap for the wash basins in the catering area.
- Rebate will be given to students with approval of Provost for a minimum period of three days on which he / she does not avail mess facility with prior intimation.
- Sufficient counters for every meal shall be made operational. The decision of Mess Committee in this regard shall be final.
- In case mess is closed on any occasion or owing to pest control etc., special lunch / dinner shall be provided to the student at no extra cost.

**Important Notes:**

1. The Institute reserves the right to:
  - Amend the scope and value of the contract
  - Amend the rate of the contract
  - Award any of the Mess to the empanelled agencies
2. For any of the above actions, the Institute shall neither be liable for any damages, nor be under any obligation to inform the applicants of the grounds for the same.
3. Effort on the part of the agencies or it's agent to exercise influence or to pressurize the Institute for this contract shall result in rejection of the application. Canvassing of any kind is prohibited.

**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.....[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 at .....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 BID**

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

1. Scanned Copy of EMD Cost must be uploaded.
2. Name of the Registered Company/ Cooperative /Agency
3. Address of the Registered Office
4. Year of Establishment
5. Type of Organization (whether proprietorship, partnership, Private Ltd. Company or Co-operative body etc. In case the applicant is a non-individual, Certified copy of a Partnership deed/ Certificate of Incorporation/Certificate of Registration issued by the Registrar of Cooperative Societies/as the case may be enclosed)
6. Name of the Proprietor Partners/ Directors of the applicant with addresses and phone numbers
7. Registration Number and date of registration of company/ cooperative/agency
8. 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.
9. Do you have Labour license RLC of Govt. of India. Please provide details and attach a copy.
10. Do you have License RLC of Chhattisgarh, if yes please provide the copy of License. If not, then undertaking (on letter head) for providing the same within 30 days from the award of work
11. PAN Number (photocopy to be enclosed)
12. Income tax Return filed for financial years of three years. (i.e. 2015-16, 2016-17, 2017-18) (Photocopy to be enclosed)
13. Are you registered under GST Tax Act? If yes, please mention GST Registration No. And attach proof there to.
14. Shops and establishment Act registration No. (Photocopy to be furnished)
15. EPF Registration No. and date
16. ESIC Registration No. and date
17. Whether police verification certificate of all the staff presently engaged by you kept on record with you: Yes / No
18. No. of persons employed Permanent/ Temporary
19. Nationalised Bankers Solvency certificate as on date with name of the bank, Date and amount of Solvency certificate
20. Ability to provide bank guarantee or other form of security from a scheduled bank(specify the amount) Rs in Lacs
21. Enclose Performance certificates from previous clients since the year 2015 – 2018 separately in respect of catering.
22. Experience of minimum **₹ 1.41 Cr.** in the work of providing mess catering services. Particulars of experience (Attach certificates, testimonials).This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 Years along with a certificate from the organization where the job was carried out.
23. Please attach Annual Accounts (Balance sheet & P/L Accountant)of the agency, duly certified by Chartered Accountant for last three Financial years.(2015-2016, 2016-2017, 2017- 2018). Average Annual Turnover of bidder in the last three year must not be less than **₹ 2.82 Cr.**
24. Years of relevant experience as per eligibility criteria.
25. Duly filled Form-A & Form-B.
26. Please submit on company/firm letter head that:-



- (i) No case is pending the police against the Proprietor/partner or the Company (Agency). Indicate any convictions if any against the Company/firm/partner.
- (ii) proprietor/firm has never blacklisted by any organization.
27. List of similar work executed during the last 3 years for institutional/commercial complexes with average 600 numbers of participants:

Sr. No.	Location of the work & Name of organization	Contract amount (Rs.)	Contract Period	Name & Contact No. of the client

**PRICE BID**

Price bid in the form of BOQ \_XXXX.xls

**GENERAL TERMS & CONDITIONS FOR THE AWARD OF CONTRACT TO SUPPLY  
REGULAR FOOD TO THE HOSTELS, AIIMS, RAIPUR**

1. Initially the license will be given for one year subject to satisfactory performance. The Mess Management Committee will judge the performance of the establishment after completion of every year. After reviewing the performance, the License may be considered for renewal upto a maximum of two more year.
2. If at any stage the involvement of the Service provider in any uncalled for activity is found, inside or outside the premises of the Institute, which may bring disrepute to the Institute, the license is liable to be terminated by the Competent Authority by giving one month's notice. In case Service provider wants to terminate the contract, he/ she shall have to give a minimum of two months notice.
3. The Licensee/ his servant(s)/ his nominee will **not be permitted** to stay overnight in the hostel premises.
4. The premises of the mess will be used for the purpose for which the allotment will be made and not for any other purpose without the written permission of the Competent Authority.
5. The Licensee will not be permitted to franchise the Hostel Mess for any other commercial activity outside the scope of student hostel.
6. No person with any offensive police record shall be employed to work in the Hostel/Institute Mess.
7. Safety measures are to be provided by the Service provider himself/ themselves.
8. Any change like timing of operation, rate of items and any additional item to be included in the Mess will require the permission of the Dean of Students Affairs.
9. The Service provider will ensure and comply with the provisions of various municipal and other Rules/ Regulations/ Laws of the Government in respect of wages and other benefits to his employees.
10. The Institute shall not be the party in case any dispute takes place between the Service provider and his employees.
11. Dispute, if any, shall be subject to the jurisdiction of Raipur Courts only.

## **Specific Terms and Conditions**

### Mode of Operation:

1. The service provider would provide breakfast, lunch, evening tea with snacks and dinner. Each of these will have certain items mandatory for the service provider to provide as a part of the basic menu. Besides these, certain other items will be available on extra messing. The mandatory items are listed in the detailed menu attached herewith.
2. The specific vegetables and dals to be served for each meal will be divided by the Mess Committee in consultation with the service provider at the beginning of each week. Also, Mess Committee and service provider will jointly identify the extra items, which can be made available on each day of a week.
3. If a resident has not signed up for a given meal, he can take the meal on payment basis, if so desired.
4. Rebate for maximum 15 days ( minimum 5 days at a stretch) in a semester on account of whole meal or part thereof i.e. breakfast, lunch, dinner will be available to the students only if the concerned student informs the Supervisor through the Hostel Caretaker minimum 05 (five) days in advance.
5. For Extra items, the number of residents interested in the extra items will be identified a day before. Only if the number of residents interested in the items is more than 20, the same will be made available by the service provider.
6. In the breakfast, certain items identified in the list of extra items may be provided in lieu of the regular menu of bread etc. Such items will be identified a priori after due consultation between Mess Committee and the service provider.
7. One Supervisor will always be present during breakfast, lunch, dinner. It is desirable that the same supervisor continues at least for one semester, in case of any change, the Hostel Warden should be informed.
8. Service provider need to provide breakfast, lunch, dinner to Institute guests as and when required and Institute will settle the bills.
9. For each of the meals or extra items, it will be mandatory for the service provider to serve the items of a fixed weight/size at price decided a priori and approved by office.
10. All items will be cooked in the kitchen of the hostel. No cooked item, except some snacks identified beforehand, will be brought from outside.
11. On special occasions, the menu will be identified by the Mess Committee and the rates for the same will be approved by the Dean of Students Affairs BEFORE the actual event. The payment for the special meal will be made as per the approved rates after deducting the rates of the corresponding regular meal.

12. Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done.
13. The contractor shall bear the cost, if required, for necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to Mess AIIMS. He shall assure Mess Committee against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which Mess Committee may be party or involved because of the contractor failure to comply and of the obligation under the relevant act law, which the contractor is to follow.
14. The Mess will run on all days including Sundays and Holidays.
15. The timings and working days of the Mess will be regulated by the mess committee.
16. The contractor will be responsible for maintaining adequate number of persons engaged in cooking distribution of food and disposal of garbage and left over food.
17. The responsibility of maintaining the cleanliness and hygienic condition of the Mess and proper disposal of waste will be of the contractor, at his own cost. The garbage collected from the kitchen, dining hall, dish wash area should be disposed off right away by the contractor. No garbage should be dumped in and around the campus and kabir Nagar. The surrounding shall be kept clean and hygienic at all time.
18. Vegetarian and Non Vegetarian food will be cooked and served separately.
19. The contractor shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found, then the same will be recovered from the contractor. The contractor shall take adequate fire precautions.
20. The successful tenderer 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 Mess.
21. Electricity charges shall be paid by contractor as per actual consumption on the prevailing rates of Raipur Vidyut Vitran Nigam Limited (RPVVNL) & Public Health Engineering Department (PHED) or at such higher rates as may be decided by the Institute from time to time. Water will be provided by the Institute.
22. Quality of food/services provided will be inspected/checked from time to time and if found unsatisfactory, the contract may be cancelled at any time by the Mess Committee with/ without furnishing any notice. The Mess Committee reserves the right to impose a fine, if deemed necessary.

23. The conduct/characters/antecedents and proper behaviour of the workers in the Mess shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees (permanent, temporary, casual) to the Institute.
24. The decision to award the Mess contract will be taken on the basis of prices quoted, feasibility, quality and quantity.
25. Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor.
26. Cleaning and Housekeeping of Kitchen and dining area, will be the sole responsibility of the caterer. Cleaning of Utensil, Cutlery, Crockery, and Kitchen Equipment furniture will also be the sole responsibility of the caterer. Caterer will maintain full cleanliness and hygienic conditions in the canteen.
27. The caterer shall attend the monthly meeting of the Mess Committee failing which penalty as deemed fit by the Mess Committee will be imposed.
28. The tenderer will be provided with the space and infrastructure like tables, chairs, lights, fans, water supply.
29. Quality of materials and preparation: The tenderer shall ensure that:
  - a) Food ingredients, additives and materials must be of best quality available in the market,
  - b) Vegetables, bread, fruits, chicken and other such perishable items should be purchased fresh from the market on daily basis,
  - c) The Tenderer shall take meticulous care to provide clean and quality food in all preparations,
  - d) The food items decided by the Mess Committee should be invariably followed. The committee members shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day, and
  - e) Waste and garbage disposal must be done twice a day on regular basis. If found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, if deemed necessary
30. The Tenderer shall ensure that either he himself remains present during services to the students or one of his responsible supervisors remains present.
31. The Tenderer shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
32. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than AIIMS, Raipur students, residents, faculties, staff and visitors attending the Institute.
33. The tenderer shall not keep the Mess closed without prior permission from the Mess Committee, 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 Mess Committee, AIIMS, RAIPUR, as it may deem fit.

34. The tenderer shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the Mess services, in addition to what is provided by AIIMS, RAIPUR.
35. The firm must have valid food license certificate issued on or before date of issuance of tender.
36. The Tenderer should make sure that his work should be as per the guidelines laid by **FSSAI (Food Safety and Standards Authority of India)**
37. It is responsibility of the Tenderer to undergo through 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 in the premises of canteen in mess building at AIIMS, Raipur.
38. The tenderer (food business operator) should have at least one trained and certified person in their business premises to ensure food safety. He may nominate a person as food safety supervisor and get him/ her trained under the FSSAI FoSTaC programme.
39. The Tenderer and his staff shall abide by various rules and regulations of AIIMS, RAIPUR as prevalent from time to time.
40. The Tenderer shall comply with all existing labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Tenderer in respect of non-compliance of any labour legislation in force during the validity of the contract, the Tenderer would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
41. The Tenderer shall submit to Mess Committee, AIIMS, RAIPUR a list of all workers engaged to carry out the catering work, indicating name, age, home address, qualifications, etc, and would intimate as and when any change takes place. The Tenderer shall not at any time engage any minor to carry out the work under the contract.
42. The Tenderer shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
43. Mess Committee, 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 Tenderer or his staff. The decision of AIIMS, RAIPUR's management in this regard would be final and binding on the Tenderer. In such an event, Mess Committee, AIIMS, RAIPUR shall have the right to engage any other tenderer to carry out the task.
44. All the workers engaged by the Tenderer for carrying out tasks under this contract, shall be deemed to be the employees of the Tenderer only. The tenderer shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The tenderer shall also provide its Workers photo-identity cards which shall be checked by the Mess Committee, AIIMS, RAIPUR, as and when necessary.

45. The successful vendor shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Mess Committee of AIIMS, Raipur.
46. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
47. The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
48. **Penalties for violation or rules, terms and conditions:** The caterer will be fined in case of violation of the following rules on the recommendation of Mess Committee:
  - a) Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 5,000/- on the caterer.
  - b) Three or more complaints of insects and/or foreign object cooked along with food found in any food item would invite a fine of Rs. 10,000/- on the caterer.
  - c) Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 10,000/- on the caterer.
  - d) If mess committee agrees that certain meal was not cooked properly then a fine of Rs. 10,000/- would be imposed on the caterer.
  - e) If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for lunch and dinner, and 10 minutes of breakfast then a fine of Rs. 5,000/- would be imposed on the caterer. The timing for that meal will be extended equivalent to delay time.
  - f) Changes in menu of any meal without permission of mess committee would result in a fine of Rs. 10,000/- on the caterer.
  - g) Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs. 20,000/- on caterer for every instance.
  - h) For any rules stated in the agreement,
    - First violation of the rule implies fine as per the rule.
    - Second and subsequent violations of the same rule within 30 days of previous fine will attract triple the initial amount of fine on the caterer.
  - i) Absence of proprietor or his representative empowered to take decision from mess council meetings on due invitation (which will be held once every month) will attract a fine of Rs. 25,000/- on caterer.
  - j) As and when mess committee proposes a fine it will inform the representative of the caterer or mess manager and fine will be imposed.

- k) Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess committee.
- l) In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine upto Rs 50,000/- or summary termination of the Contract.

**Employees:**

1. The service provider will have to register all his employees who will be working in the hostel premises along with a copy of their photographs, residential details for clearance by the AIIMS Security.
2. Police verification and worker's identity cards will be compulsory before taking the charge of Mess. Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, haircut, shave taken and maintain discipline in the campus.
3. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit, neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.
4. No space is provided to the employees during the day time. If such a facility is provided, the service provider will pay for the facility. The rate will be decided by the competent authority and mutually agreed by the service provider.



**AGREEMENT ON NON-JUDICIAL STAMP PAPER OF Rs. 100/-**

**AGREEMENT**

This agreement is made at Raipur on the \_\_\_\_\_ day of \_\_\_\_\_ between the Director, All India Institute of Medical Sciences, Raipur, **acting through Sr. Administrative Officer, AIIMS, Raipur, having its office at AIIMS, Tatibandh, Raipur-492001** (*hereinafter* 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 Part.**

**AND**

**M/s, \_\_\_\_\_**, 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 Part .**

WHEREAS the '**Client**' is desirous to engage the '**Agency**' for Providing the services of Mess Catering for around 750 students for Hostels at AIIMS, RAIPUR on the terms and conditions stated below:

1. That in consideration of the agreed payment to be made by AIIMS Raipur, to the Caterer, the caterer has agreed to provide the catering services to the participants of the scheduled courses to be conducted by AIIMS, guests and staff of AIIMS during one year beginning \_\_\_\_\_. The parties may renew the same thereafter by mutual consent.
2. That the items of the menu, which the caterer would be, expected to supply in the Mess are cited in Appendix hereto.
3. That the rates for various items during the period of contract will remain fixed as per the Appendix.
4. That the food served by the caterer shall be wholesome and clean and the Director, Warden of the Hostel/Dean of students Affairs and/or nominee of the Director may at any time enter upon the premises allotted to the Caterer for the purpose of this agreement/contract and take away samples free for purposes of inspection, trial or analysis and the Director or any of the aforesaid officers' decision about the desirability or quality of the articles offered for consumption in the dining hall shall be final.
5. That a Committee, nominated by the Director, will monitor the quality of the food and other items supplied by the caterer including services.

6. The AIIMS, Raipur may call for the advice of the Medical Officer of AIIMS Raipur on matters of hygiene in the Hostel Mess and such advice of the Medical Officer shall not be contested by the caterer.
7. (a) That the caterer would provide a sufficient number of cooks, waiters and other servants in the kitchen, dining hall and mess and shall take all reasonable precautions to see that these waiters and servants while on duty attire themselves in the uniform approved by the Director and are professional, civil, sober and honest in their dealings with the hostel residents and staff and any other users of their services and

(b) That the caterer shall only employ in his service such persons whose antecedents have been verified by the police and who have also been medically examined at the caterer's own cost and to the satisfaction of the Director. The caterer shall be required to give an undertaking to the Director to this effect.

The caterer shall not make any additions/alterations in the premises provided by the **AIIMS, Raipur**, for use as kitchen and allied purposes to the caterer during the currency of this agreement and/or otherwise.

8. The caterer 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.
9. That all the workers providing the services under this Agreement shall be employees of the caterer and the **AIIMS Raipur**, shall not have an employer-employee relationship with the employees of the caterer. The caterer undertakes to keep the **AIIMS Raipur**, harmless and indemnified against any demand/claim of wages, provident fund, Employees State Insurance and any other such dues of its employees. The relationship between the caterer and AIIMS is purely contractual and AIIMS Raipur is not responsible and/liable for the employees and for staff of the caterer. An indemnity bond on non-judicial stamp paper of Rs. 100/- as per Annexure-A and also an undertaking that he will not employ more than 10 to 12 persons at a single time will be executed by the caterer.
10. Notwithstanding anything contained in clauses 7 & 10 above if any employee and/ staff member of the caterer in the opinion of AIIMS Raipur, is not rendering proper service or is otherwise guilty of any misdemeanor or is found otherwise undesirable, the caterer shall forthwith remove that person from the AIIMS Raipur Campus, with immediate effect and replace him with a suitable person.

11. That the caterer shall have no right or interest in the premises allotted for kitchen, dining hall and other allied purposes and he shall have no right or interest to remain in possession thereof at the end of this Agreement or on the termination thereof at any time.
12. That service hours in the Hostel Mess shall be as given above provided that the timings may be modified by the Director if and when considered necessary.
13. All the residents in the Hostel shall take their breakfast and meals in the Dining Hall and the caterer shall not be authorized to serve the meals in the rooms of the Hostel except with the written permission of the Warden of the Hostel.
14. The caterer shall obtain instructions from the authorized officer of the AIIMS Raipur, along with the type of menu that may be served in the official lunches/dinners/tea parties to the participants of the training courses.
15. The caterer shall display the approved menu prominently in the dining hall.
16. Area/premises, Kitchen equipment, dining hall furniture, service counters, cooking utensils, crockery, cutlery etc. will be provided by Institute. Upkeep of all items provided by the Institute shall be the sole responsibility of the caterer. Maintenance of kitchen equipment will be covered to the scope of service contract entered into by Institute with equipment suppliers, but catering contractor should inform service contractor of maintenance requirements. Additional expenses on repairs and maintenance of equipment, if any, shall be borne by the caterer.
17. The caterer shall make available all other implements for running the mess, things like crockery, cutlery, tables, linen, flower vases, livery etc. for the hostel mess staff etc. and these shall be according to the standard prescribed by the authority of the institute.
18. The caterer shall be required to use LPG gas only for cooking purposes for making chapattis etc. He is also required to provide tandoor for roti/paratha. All the expenses for LPG gas etc. will be borne by the caterer. The LPG Gas must be procured by the caterer.
19. Commercial cylinders, refilling of commercial cylinders and procurement of good quality provisions and other consumables is the responsibility of the caterer. The contractor will use only commercial cylinder.
20. The AIIMS Raipur, will have the right to review the working of this agreement from time to time and if at any time it is found that the caterer has failed to fulfill any of the conditions of this agreement or that his working is unsatisfactory, the AIIMS Raipur,

may curtail the agreed period of this agreement and terminate this agreement with a notice period of one month, and make good any losses suffered by AIIMS Raipur out of the security deposit made by the Caterer.

21. That the caterer shall maintain a suggestion book for recording of suggestions for improvement by the residents and the staff. Such suggestions, after having the approval of a Committee, to be set up by the Director, AIIMS Raipur, should be forthwith acted upon by the caterer. The suggestion and complaint book should be kept open for the inspection of the residents and the Dean (Students)/Warden/Director or his nominee.
22. The Caterer shall keep and maintain a register at the entrance of the dining hall wherein all hostellers will sign before taking meals.
23. There could be some separate courses or workshops (organized by the AIIMS Raipur) in which external participants will participate. If required, the institute may ask to provide them messing facilities. In such a case the caterer shall submit the bill to AIIMS Raipur for the food served to the participants of the course soon after the course is over on the basis of menu/rates approved. The payment to the caterer shall be made through cheque after making necessary deductions i.e. TDS etc.
24. The Caterer shall pay a sum of ₹/- as Security Deposit, which shall be refunded, without any interest thereof, at the end of the contract after adjusting the amount of any damage caused to AIIMS by any omission or discrepancy on the part of the Caterer or his employee.
25. All the terms & conditions of tender documents, addendum/corrigendum issued so far are applicable and binding on the Service Provider.
26. THIS AGREEMENT will take effect from \_\_\_\_\_ Two thousand Eighteen and shall be valid for one years, This period may be extended on satisfactory performance for 2 more years after a review each year.
27. This Day of \_\_\_\_\_ 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 '**Agency**'

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

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the '**Agency**'

SIGNED, SEALED AND DELIVERED

By the said

By the said \_\_\_\_\_  
\_\_\_\_\_(Name)

\_\_\_\_\_(Name)

on behalf of the '**Agency**' 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.

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