



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- 2971307, email: admin@aiimsraipur.edu.in

Website: www.aiimsraipur.edu.in



**अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) में
गैर-अनिवार्य हॉस्टेल मेस सेवाएं प्रदान करने के लिए निविदा आमंत्रित
करने की सूचना**

**Notice Inviting Tender for running a “non-compulsory” Hostel Mess
Services at AIIMS Raipur (C.G.)**

CRITICAL DATE SHEET

Published Date	24/09/2020 Time 05.00PM
Bid Document Download / Sale Start Date	24/09/2020 Time 05.05PM
Clarification Start Date	25/09/2020 Time 10.00AM
Clarification End Date	01/10/2020 Time 03.00PM
Pre bid meeting	01/10/2020 Time 03.30PM
Bid Submission Start Date	08/10/2020 Time 10.00AM
Bid Submission End Date	16/10/2020 Time 06.00PM
Bid Opening Date	19/10/2020 Time 03.30PM

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

1. Director AIIMS Raipur invites online bids on single stage two bid system for running a '**non compulsory**' Hostel Mess Catering service for approx. 900 Students and Resident Doctors, Faculties, Staff and visitors at AIIMS, Raipur". Service to outsiders in any form i.e. dine, take away, home delivery etc. will not be permitted under any circumstances. Space for kitchen and dining, water, electricity and utensils will be provided free of cost by the Institute.
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>.
4. 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.
5. **Manual bids shall not be accepted under any circumstance.**
6. Bid documents may be scanned with 100 dpi which helps in reducing size of the scanned document.
7. Tender form **including the price bid template** downloaded 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 be tampered/modified in any manner.** In case the same is found to have been tempered/modified, bid shall be summarily rejected and EMD would be forfeited and bidder will be liable to be banned from doing business with AIIMS Raipur.
8. **Bidders 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>.**
9. **Quotations/Bid should be valid for 180 days** from the tender due date i.e. tender opening date.
10. **The Technical qualifications and documents required with technical bid are mentioned in Annexure -A**
11. **Agreement required to be executed by the successful bidder with AIIMS Raipur will be as per Annexure - B**

General Terms and Conditions:-

1. The bidder must be having a valid labour license, ESIC, EPF, GST, PAN numbers and all other permissions, registrations, licences etc. which are applicable in the present case, on the date of submission of bids.
2. The bidder must have valid food license certificate (FSSAI) issued on or before date of issuance of tender.

3. Documentary evidence of all permissions, registrations, licences etc. mentioned above must be enclosed with the tender document.
4. The bidder should be able to provide the service within specified time period as prescribed in the Work Order, failing which the PSD will be liable to be forfeited.
5. **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.**
6. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> in the office of Sr. Administrative officer at AIIMS Raipur Premises at the prescribed time.
 - i. Financial bids of only those bidders will be opened whose technical bids are found suitable by the tender committee appointed for the purpose.
 - ii. No separate information shall be given to individual bidders.
 - iii. In comparable situation, the Institute may negotiate with the technically and financially qualified bidder before awarding the bid.
 - iv. Successful bidder will have to enter into an agreement with AIIMS Raipur as per the agreement proforma given at page no. 25 of this tender document on 100/- non-judicial stamp paper.
7. **Earnest Money:**

Earnest money (i.e. ₹ 9,00,000/-) is to be submitted by means of a Bank Demand Draft/FD/BG, 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/BG may be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)". The earnest money (DD/FD/BG) 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. Bids 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.
8. **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.**

9. The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.
10. **Tender Cost: Exempted as per GFR -2017.**
11. All disputes shall be subject to Raipur Jurisdiction only. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
12. In case the service provider requires any clarification regarding the tender documents, they are requested to contact to the Sr. Administrative Officer, AIIMS Raipur through **e-mail: admin@aiimsraipur.edu.in** on or before end date of clarification as per critical date sheet.

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 01-10-2020 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) of ₹ 20,00,000/- 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 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/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. Contract Period:-

- a) The duration of the contract shall be **for a period of One (01) year which may be extended or curtailed, at the discretion of the Institute.** Extension(s), if any, will 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. The Agency, however, will have no right to claim extension on the basis of satisfactory completion of the initial contract. The extension will be entirely at the discretion of the Institute.

- b) The period of the contract may be curtailed/terminated before the completion of the contract period due to reduction/cessation of requirement or owing to deficiency in service by the selected Company/ Firm /Agency or otherwise at the discretion of the AIIMS, Raipur.
- c) 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.
- d) 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.

4. 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.

5. Right of Acceptance:-

AIIMS, Raipur reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS, Raipur also reserves the right to reject any bid which in its opinion is non- responsive/not-viable or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing in any form are liable to have their tenders rejected out-rightly.

6. 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.

7. Terms of payment:-

- a. The contractor will itself be responsible to collect the monthly/daily mess amount from the students and other users. The Institute will not be responsible for non-payment by students.
- b. Similarly, as and when faculty/staff/visiting faculty avail Mess/mess services, such charges shall be collected by the tenderer directly, and the Institute shall not be responsible for the same.
- c. The Agency will not be allowed to collect more than one months payments in advance from students opting for monthly scheme.
- d. *The rates at which contract is awarded shall remain fixed for the entire period of contract and shall not be revised under any circumstances. In case any extension is granted on expiry of one year period, a revision of aforementioned rates may be specifically requested by the service provider. The decision on rate revision will be taken by the Institute which shall be final.***

8. 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.

9. Provision of Manpower issues

- a. 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 contract is liable to be terminated by the Competent Authority by giving one month's notice.
- b. No person with any offensive police record shall be employed to work in the Hostel/ Institute Mess.
- c. Safety measures are to be provided by the Service provider himself/ themselves.
- d. 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.
- e. The Institute shall not be the party in case any dispute takes place between the Service provider and his employees.
- f. Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves to the nature of the site before submitting their tenders. 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.
- g. 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 insure the Institute against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which Institute 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.
- h. 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.

- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
- n. 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.
- o. 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.
- p. 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.
- q. 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.
- r. 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.
- s. The Institute reserves the right to:
 - Amend the scope and value of the contract with mutual consent.
 - Amend the rate of the contract with mutual consent.

- Award contract of the Mess to the empanelled agency, in case the tenderer fails to run the mess as per agreement.
- t. For any of the above actions, the Institute shall neither be liable for any damages, nor be under any obligation to inform the contractor of the grounds for the same.
- u. Effort on the part of the agencies or its 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.
- v. Dispute, if any, shall be subject to the jurisdiction of Raipur Courts only.

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 lowest evaluated quotation price.
- b. The Institute will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bid the lowest evaluated quotation price.
- c. 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.
- d. 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.
- e. The bidder shall quote rates for monthly as well as separate meals i.e. breakfast, lunch, dinner, tea/coffee and other items mentioned under '**General Structure of Mess Menu**'.
- f. L1 will be decided on the basis of monthly rates quoted by the bidder. However, the L1 bidder may be asked to match/lower the prices of separate meals and other items if the prices quoted by him exceed the price of L2 bidder by more than 5%.

11. Scope of Work:-

The contractor is expected to provide the following services:

- a) Cooking and serving meals (breakfast, lunch, evening tea and Dinner).
- b) Mess services shall not be mandatory for any category of users. However, the students/residents doctors/other users will be at liberty to opt for monthly or per meal services. The lock in period for monthly option will be 30 days.
- c) Arrangement for serving meals for approx. 750 students to be made in the mess situated at AIIMS Medical College Campus and approx. 150 students in the student's hostel in the AIIMS Residential Complex at Kabir Nagar Raipur.
- d) Managing and control of stocks and inventories
- e) Cleaning of utensils, kitchen, cooking, dinning, serving items and auxiliary areas. The contractor shall 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 after every meal. Cooling vessels, serving accessories etc., has to be sterilized after every day. The mess hall and kitchen has to be disinfected every week by the contractor. Fly catchers, mosquito repellent shall be used by the

contractor on regular basis. The Contractor should also clean the table and Chair of Mess.

- f) Security of the equipment, utensils and other items in the mess
- g) Maintenance of the equipment in the kitchen and dining area;
- h) Maintenance of books, ledgers, other records and documents related to running the mess.
- i) Deployment and supervision of required man power for the above mentioned tasks.
- j) To fix the menu in consultation with the mess committee of the Institute from time to time.
- k) The timings, menu and prices of extra items will be determined by the Mess Committee in consultation with the Caterer.
- l) The Agency shall display the approved menu prominently in the dining hall.
- m) The Agency shall maintain a suggestion book for recording of suggestions for improvement by the residents and the staff. Such suggestions, after having the approval of the Hostel Committee should be forthwith acted upon by the Agency. The suggestion and complaint book should be kept open for the inspection of the residents and the Dean (Students)/Warden/Director or his nominee.

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.

12. 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), AND
- b) Four toasted bread slice with butter & jam, AND
- c) Two boiled eggs or two egg omlette / Sprouts (thrice a week)

And

- 1) Milk (~200ml) with cornflakes/ bournvita/ complan or tea or coffee.
- 2) One Fruit, Thrice a week (one piece or 100gm as the case may be)

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 100 ml 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 100 ml 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 items made from egg like egg curry / egg bhurjee / masala egg etc. (Wednesday); and another non-veg. item masala chicken / mutton-korma / fish / butter chicken/ chicken or mutton biryani (150gm) (Sunday)]. Equivalent veg. preparations like malai kofta/ kadhai 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- Amul / Mother Dairy / Britannia
2. Jam - 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 - Nescafe / Bru / Tata
7. Tea brand will be approved by the Mess Committee
8. Milk will be toned milk of Mother Dairy/Devbhog/ 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, shall be pre-approved by the Mess Committee and the service provider and approved by the competent authority.
13. Pickle - Mother's/Pravin/ Priya.
14. Ghee - Sanchi, Amul, Mother Dairy, Britannia
15. Dal will be 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 contract conditions, the mess committee will be free to impose monetary fine or equivalent special dish as deemed fit on the contractor.

Tentative Timings:

The service hours in the Hostel Mess shall be as given below provided that the timings may be modified by the Mess Committee if and when considered necessary -

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.

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 decided 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. 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.
4. 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 beforehand after due consultation between Mess Committee and the service provider.
5. 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.
6. 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.
7. All items will be cooked in the kitchen of the hostel. No cooked item, except some snacks identified beforehand, will be brought from outside.
8. 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.
9. The Mess will run on all days including Sundays and Holidays.
10. The timings and working days of the Mess will be regulated by the mess committee.
11. 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 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.
12. Vegetarian and Non Vegetarian food will be cooked and served separately.

13. 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 is found, the same will be recovered from the contractor.
14. The contractor shall take adequate fire precautions.
15. 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.
16. Electricity and water will be provided by the Institute.
17. 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.
18. 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.
19. The decision to award the Mess contract will be taken on the basis of prices quoted, feasibility, quality and quantity.
20. Security of premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor.
21. 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.
22. The caterer shall attend the monthly meeting of the Mess Committee failing which penalty as deemed fit by the Mess Committee will be imposed.
23. The tenderer will be provided with the space and infrastructure like tables, chairs, lights, fans, water supply.
24. 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
- 25. The Tenderer shall ensure that either he himself remains present during services to the students or one of his responsible supervisors remains present.
- 26. The Tenderer shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. The Tenderer should make sure that his work should be as per the guidelines laid by **FSSAI (Food Safety and Standards Authority of India)**
- 31. 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 in the premises of canteen in mess building at AIIMS, Raipur.
- 32. 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.
- 33. The Tenderer and his staff shall abide by various rules and regulations of AIIMS, RAIPUR as prevalent from time to time.
- 34. 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.
- 35. The food served by the Agency shall be wholesome and clean and the DDA, Sr. AO, Warden of the Hostel/Dean of students Affairs and/or nominee of the Institute may at any time enter upon the premises allotted to the Agency 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.

36. The Hostel Committee of the Institute will monitor the quality of the food and other items supplied by the Agency including services.
37. The Institute may call for the advice of the Dean of the Institute on matters of hygiene in the Hostel Mess and such advice of the Dean shall not be contested by the Agency.
38. The Agency would provide sufficient number of cooks, waiters and other servants in the kitchen, dining hall and mess and shall ensure that they are professional, civil, sober and honest in their dealings with the hostel residents and staff and any other users of their services.
39. The Agency shall not make any additions/alterations in the premises provided by the Institute for use as kitchen and allied purposes.
40. That the Agency shall have no right or interest in the premises allotted for kitchen, dining hall and other allied purposes and it 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.
41. All the residents in the Hostel shall take their breakfast and meals in the dining hall and the Agency 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.
42. The Agency shall obtain instructions from the Hostel Committee of the Institute for the type of menu that may be served in the official lunches/dinners/tea parties to the participants of the training courses.
43. Maintenance of kitchen equipment will be covered in the scope of service contract entered into by Institute with equipment suppliers, but catering Agency should inform service Agency of maintenance requirements. Additional expenses on repairs and maintenance of equipment, if any, shall be borne by the Agency.
44. The Agency shall use LPG gas only for cooking purposes for making chapattis etc. It is also required to provide tandoor for roti/paratha. All the expenses for LPG gas etc. will be borne by the Agency. The LPG Gas is to be procured by the Agency.
45. The Agency will use only commercial cylinder. Commercial cylinders, refilling of commercial cylinders and procurement of good quality provisions and other consumables is the responsibility of the Agency.
46. Institute will provide the utensils for cooking as well as serving food, including plates, tumblers, spoons etc.
47. All the equipment brought by the service provider into the hostel premises must be registered with the caretaker.
48. The service provider will also provide soap cake/liquid soap for the wash basins in the catering area.

49. Sufficient counters for every meal shall be made operational. The decision of Mess Committee in this regard shall be final.
50. 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.
51. 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.
52. The contractor will not be permitted to franchise the Hostel Mess for any other commercial activity outside the scope of student hostel.
53. 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 Mess Committee.
54. **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, misbehaviour 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.

TECHNICAL BID

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

1. Scanned Copy of EMD documents must be uploaded.
2. Name of the Registered Company/ Cooperative /Agency
3. Address of the Registered Office
4. Year of Establishment
5. Shops and establishment Act registration No. (Photocopy to be furnished)
6. 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)
7. Name of the Proprietor Partners/ Directors of the applicant with addresses and phone numbers
8. Registration Number and date of registration of company/ cooperative/agency
9. 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.
10. Should be registered with relevant labour licensing authority. A copy of valid Labour license should be enclosed.
11. 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
12. Copy of PAN card should be submitted.
13. Copies of returns of Income Tax for last three financial years (2017-2018, 2018-2019, 2019- 2020) should be submitted.
14. Copy of GST Registration certificate should be submitted.
15. Copy of Employee's Provident Fund (EPF) registration with proof of submission of amount should be submitted.
16. Copy of Employee's State Insurance (ESIC) registration with proof of submission of amount should be submitted.
17. Copy of FSSAI (Food Safety and Standards Authority of India) should be submitted.
18. Whether police verification certificate of all the staff presently engaged by you kept on record with you: Yes / No
19. No. of persons employed Permanent/ Temporary
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 2016 – 2019 separately in respect of catering.
22. Bidder must have experience of providing mess catering services in Central/State Government/ PSUs/Public Sector Companies/Limited companies of the value of **₹ 1.00 Cr.** or more in each of the last three financial years (2017-18 2018-19 2019-20). A copy

of the satisfactory certificate from the authorized person should be attached. Copies of work order showing the value of order to be attached.

23. Annual turnover of bidder in each of the last three year must not be less than **2.00 Cr.**
24. Annual Accounts (Balance sheet & P/L Accountant) of the agency, duly certified by Chartered Accountant for last three financial years. (2017-2018, 2018-2019, 2019-2020) should be attached with bid.
25. Duly filled Form-A & Form-B.
26. Please submit on company/firm letter head that:-
 - i. No case is pending with the police against the Proprietor/partner or the Company (Agency). Indicate convictions, if any, against the Company/firm/partner.
 - ii. Proprietor/firm has never blacklisted by any organization.
27. List of similar work executed during the last 3 years for institutional/commercial complexes with average 750 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

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 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 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 :

**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 'Institute' is desirous to engage the 'Agency' for providing the services of Mess Catering for approximately 900 students for Hostels located at AIIMS, RAIPUR Hospital and residential complex, on the terms and conditions stated in this agreement and its annexures and schedules. All the terms & conditions mentioned in the Notice inviting the tender will also form as the part of this agreement.

1. **Contract Term:-** The duration of the contract shall be ***for a period of One (01) 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. The Agency, however, will have no right to claim extension on the basis of satisfactory completion of the initial contract. The extension will be entirely at the discretion of the Institute.*
2. **Scope of work :-**
 - a) The scope of work involves cooking and serving meals (breakfast, lunch, evening tea and dinner) for approx. 750 students in the mess situated at AIIMS Medical College Campus and for approx. 150 students in the student's hostel in the AIIMS Residential Complex at Kabir Nagar, Raipur.
 - b) The numbers mentioned herein are only indicative and are liable to change. The Agency is obligated to provide services at the volumes requested by the Hostel Committee of the Institute at the fees set forth in the Schedule A of this agreement.
 - c) The detailed scope and specifications of work, details of menu, quality of service and material to be provided, equipment, activity schedule, etc. will be as per **special terms of contract** contained in **Annexure A.**
3. **Fees and payments:-**
 - a. The tenderer will collect the monthly mess amount of each month from the students.
 - b. The rates prescribed in Schedule A 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 Agency to bear such unforeseen expenses.

4. **Management, Control and Supervision:-** The contract will be under the general supervision of the Mess Committee of the Institute. Details of the extent and nature of control and supervision to be exercised have been set forth in **Annexure A** of this agreement.
5. **Performance Security Deposit:-** The Caterer shall pay a sum of ₹ 20,00,000 /- 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.
6. **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 its 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.
7. **Laws / Acts / Statutory provisions : -**
 - a) The Agency shall be solely responsible for compliance of the provisions of various Labour and industrial laws, relating to wages, allowances, compensations, EPF, Gratuity, ESI etc. relating to personnel deployed by it at the premises of the Institute. The Agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments/amendments/modifications:-
 - i. The Minimum Wages Act 1948
 - ii. The Employees Provident Fund & Misc. Provision Act, 1952
 - iii. The Contract Labour (Regulation & Abolition) Act, 1970
 - iv. The Payment of Gratuity Act, 1972
 - v. The Employees State Insurance Act, 1948
 - vi. The Child Labour (Prohibition and Regulation) Act, 1986
 - vii. The Pradhan Mantri Rojgar Protshan Yojana
 - b) The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep the Institute fully indemnified against liability of tax, interest, penalty and any other legal liability etc. of the Agency in respect thereof, which may arise. The books of accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.
8. **Indemnity :-**
 - a) The Agency shall indemnify the Institute from, and defend and hold the Institute harmless from and against, any losses suffered, incurred or sustained by the

Agency or to which the Agency becomes subject, resulting from or arising out of any third party claim:

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

9. **Representation and Warranties** :- The agency represents and warrants that

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

10. **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.
11. **Penalty :-** Penalty for unsatisfactory/delayed services may be imposed as provided for in **Annexure A** “Special Terms of Contract” of this agreement.
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. **Manpower Regulations :-**
- a) The conduct/characters/antecedents and proper behaviour of the workers in the Mess shall be the sole responsibility of the Agency. However, the Agency should provide the necessary details of all its employees (permanent, temporary, casual) to the Institute.
 - b) The Agency shall only employ in its service such persons whose antecedents have been verified by the police and who have also been medically examined at the Agency’s own cost and to the satisfaction of the Institute. The Agency shall be required to give an undertaking to the Institute to this effect. **Employment of**

minors is strictly prohibited.

- c) The Agency shall register all its employees who will be working in the Institute's premises indicating name, age, home address, qualifications, etc, and would intimate Mess Committee and Security Officer, as and when any change takes place.
- d) The Agency shall ensure that the person deployed are disciplined and well behaved in office premises, and do not indulge in consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
- e) Notwithstanding anything contained in the above clauses if any employee/staff member of the Agency in the opinion of AIIMS Raipur, is not rendering proper service or is otherwise guilty of any misdemeanour or is found otherwise undesirable, the Agency shall forthwith remove that person from the AIIMS Raipur Campus, with immediate effect and replace him with a suitable person.

15. Breach of Contract:-

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

16. 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.

17. **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.
18. **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.
19. **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.
20. **Pre-Institution mediation settlement**:- Provision relating to pre-Institution mediation settlement would apply to the present contract.
21. **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.
22. **Entire Agreement**:- This Agreement and the Annexures and Schedules to this Agreement represent the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.
23. **Notices** :- Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when sent by e-mail, facsimile to the facsimile number specified below or delivered by hand to the address specified below.
24. All the terms & conditions of tender documents, addendum/corrigendum issued so far are applicable and binding on the Service Provider.

Director
AIIMS Raipur
Medical College Building,
Gate No. 05, G.E. Road
Tatibandh, Raipur (C.G.)

Proprietor of M/s

25. On this _____ Day of, 2020 both the parties hereunto 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

THIS AGREEMENT will take effect from _____, month of Two thousand twenty and shall be valid for one years, contract will be extendable as per clause no 01 of agreement.

For and on behalf of the **‘Agency’**
Signature of the authorized Official

For and on behalf of the **‘Institute’**
Signature of the authorized Official

SEALED, SIGNED AND DELIVERED

By the said _____

on behalf of the **‘Agency’**

By the said _____

on behalf of the **‘Institute’**

IN PRESENCE OF

Witness _____
Name _____
Address _____

Witness _____
Name _____
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.
