



# **E-Procurement Tender**

**E-TENDER**

**FOR**

**EMPANELMENT AND SELECTION OF CATERING  
SERVICE AGENCIES FOR PROVIDING AND RUNNING  
MESS FACILITIES**

**AT**

**UG GIRLS, UG BOYS, PG AND NURSING HOSTELS OF  
AIIMS, BHOPAL**

**22/AIIMS BHOPAL/2018-19/E-Tender-27**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL**

Saket Nagar, Bhopal-462020 (India) Ph.0755-2835055

Website : [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in) Email : [sps@aiimsbhopal.edu.in](mailto:sps@aiimsbhopal.edu.in)

***E-tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>***



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHOPAL**

Saket Nagar, Bhopal-462020 (India)

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**E-Tender Notice**

**PUBLIC TENDER NOTICE**

The Director, AIIMS Bhopal invites E-tenders in Two Bid System (i.e. Technical and Financial Bid) from reputed, experienced and financially sound agency for providing the Catering Services though on line e-procurement portal i.e. <https://www.tenderwizard.com/AIIMSBHOPAL>

Sl. No.	e-Tender No.	Item Description	EMD
01	22/AIIMS BHOPAL/2018-19/E- Tender-27	Empanelment and Selection of Catering Service Agencies for Providing and Running Mess Facilities at UG Girls, UG Boys, PG and Nursing Hostel of AIIMS, Bhopal	5,50,000/-

Bidders can download complete set of bidding document from e-procurement platform <https://www.tenderwizard.com/AIIMSBHOPAL>

The e-tender notice and Tender documents is also available in our website: [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in) / <https://eprocure.gov.in/epublish/app>

Bidders have to submit the bids online by uploading all the required documents through <https://www.tenderwizard.com/AIIMSBHOPAL>

Bid Submission End date : 03.12.2018  
Bid Opening date : 04.12.2018 at 12.00 Hrs.

**Bids for this tender will be accepted through online only. Manual bids will not be accepted under any circumstances.**

The Director, Bhopal reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

Sr. Procurement cum Stores Officer  
For & on behalf of Director, AIIMS Bhopal



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL**

**Saket Nagar, Bhopal-462020 (India)**

Website : [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in) Email : [spso@aiimsbhopal.edu.in](mailto:spso@aiimsbhopal.edu.in)

E-tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

1.	<b>Empanelment and Selection of Catering Service Agencies for Providing and Running Mess Facilities at UG Girls, UG Boys, PG and Nursing Hostel of AIIMS, Bhopal</b>	As per Annexure I	
2.	Eligibility Criteria	As per Annexure II	
3.	Scope Of Work & Job Specifications	As per Annexure III	
4.	General Terms and Conditions	As per Annexure IV	
5.	EMD	<p><b>Bidders shall submit EMD either by DD drawn in favor of Director AIIMS Bhopal, for a sum of ₹ 5,50,000/- (Rupees Five Lakh Fifty Thousand) only payable at AIIMS Bhopal only.</b></p> <p><b>Or</b></p> <p><b>In the form of a bank guarantee for a sum of ₹ 5,50,000/- (Rupees Five Lakh Fifty Thousand) only The scanned copy of DD/BG is to be uploaded in the Tenderwizard while submitting the bid.</b></p> <p><b>The Original DD/BG EMD should reach AIIMS Bhopal within the bid submission date and time for the tender.</b></p> <p><b>Bids received without EMD will be rejected.</b></p>	
6.	Critical Dates	<b>Date (DD/MM/YYYY)</b>	<b>Time (Hrs. Mins)</b>
a	Tender Publishing date	<b>09/11/2018</b>	<b>17.00</b>
b	Document download start date	<b>09/11/2018</b>	<b>17.00</b>
c	Document download end date	03/12/2018	<b>17.00</b>
d	Pre-Bid Meeting	19/11/2018	<b>15.00</b> at Director Board Room, 1 <sup>st</sup> Floor, Medical College, AIIMS Bhopal.
e	Bid Submission start date	<b>26/11/2018</b>	<b>10.00</b>
f	Bid Submission end date	03/12/2018	<b>17.00</b>
g	Bid opening date	<b>04/12/2018</b>	<b>12.00</b> at Central Stores, 3 <sup>rd</sup> Floor, Hospital Complex, AIIMS Bhopal

**Exemption:** Firms registered with NSIC (for sales & Service of Similar Items) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective firm / departments have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption.

### **Clarification of bidding documents.**

A prospective bidder requiring any clarification of the bidding documents shall contact the Client in writing at the Client e-mail address i.e. [sps@aiimsbhopal.edu.in](mailto:sps@aiimsbhopal.edu.in). The purchaser will respond in writing (e-mail) to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids.

### **Amendments in Bidding Documents**

At any time till **7 (seven) days** before the deadline for submission of bids, the AIIMS Bhopal may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. AIIMS, shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders

For any query related with this E-tender should be mailed to <https://www.tenderwizard.com/AIIMSBHOPAL> For E - tendering Queries contact Representative of ITI Limited (Bhopal). Email : [twhelpdesk674@gmail.com](mailto:twhelpdesk674@gmail.com) , Mob: 09981783170, 9039006656. AIIMS Bhopal Email: [sps@aiimsbhopal.edu.in](mailto:sps@aiimsbhopal.edu.in) , 0755 – 2835055.

**Note: Manual bids will not be accepted under any circumstances.**

Sr. Procurement cum Stores Officer  
For & on behalf of Director, AIIMS Bhopal

## **E-TENDERING INSTRUCTIONS TO THE BIDDERS**

The bidders are required to submit soft copies of their bids electronically on the [tenderwizard.com/AIIMSBHOPAL](http://tenderwizard.com/AIIMSBHOPAL) Portal, using valid Digital Signature Certificates. The Instruction given below are meant to assist the bidders in registering on the [tenderwizard.com/AIIMSBHOPAL](http://tenderwizard.com/AIIMSBHOPAL) Portal, prepare their bids in accordance with the requirements and submitting their bids online on the [tenderwizard.com/AIIMSBHOPAL](http://tenderwizard.com/AIIMSBHOPAL) Portal. More Information useful for submitting online bids on the [tenderwizard.com/AIIMSBHOPAL](http://tenderwizard.com/AIIMSBHOPAL) Portal may be obtained at: [www.tenderwizard.com/AIIMSBHOPAL](http://www.tenderwizard.com/AIIMSBHOPAL)

### **Instructions:**

#### **1. Tender Bidding Methodology: Two Stage Online Bidding**

#### **2. Broad outline of activities from prospective Bidders:**

1. Procure a Class III Digital Signature Certificate (DSC)
2. Register on the e-Procurement portal [www.tenderwizard.com/AIIMSBHOPAL](http://www.tenderwizard.com/AIIMSBHOPAL)
3. Create Users on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, BHOPAL
7. Bid-Submission on the above portal.
8. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part
9. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMS BHOPAL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

#### **3. Digital Certificates:**

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

#### **4. Registration :**

To use the Electronic Tender portal [www.tenderwizard.com/AIIMSBHOPAL](http://www.tenderwizard.com/AIIMSBHOPAL), vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

**Note:** After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated.

5. The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”.
6. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
7. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
8. The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

9. **Bid submission**

The entire bid-submission would be online on the Tenderwizard portal i.e. <https://www.tenderwizard.com/AIIMSBHOPAL>

**Broad outline of submissions are as follows:**

- (i) Submission of Bid Parts (Technical & Financial)
  - (ii) Submission of information pertaining to Bid Security/ EMD.
  - (iii) Submission of signed copy of Tender Documents/Addendums.
10. The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.
  11. The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule as **Annexure** are to be uploaded.
  12. **Offline Submissions:**  
The bidder is requested to submit the following documents offline to **The Sr. Procurement-cum Store Officer, AIIMS Bhopal (MP) – 462020** on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).
  13. EMD-Bid Security in Original, in shape of DD/BG only in favour of Director, AIIMS Bhopal, valid for a period 180 days
  14. Documents as Per e-Tender
  15. **Public Online Tender Opening Event (TOE)**

The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

16. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
17. **Important Note:** In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMSBHOPAL by the bidders in time, then AIIMSBHOPAL will promptly reschedule the affected event(s).
18. **Other Instructions**  
For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.
19. **Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.
20. **The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:**
1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
  2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
  3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
  4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc.)

21. While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be impacted by the ASP, M/s. ITI, Bhopal, if required, before participation in the online tendering.
22. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
23. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
24. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
25. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
26. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
27. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

***For any further assistance, please contact Representative of ITI Limited (Bhopal) at email: [twhelpdesk674@gmail.com](mailto:twhelpdesk674@gmail.com), Mob: 09981783170, 9039006656, AIIMS Bhopal Email: [sps@aiimsbhopal.edu.in](mailto:sps@aiimsbhopal.edu.in), 0755-2672318***

Sr. Procurement cum Stores Officer  
**For & on behalf of Director, AIIMS Bhopal**



**Annexure-I****TECHNICAL BID**

1. Name of the Firm : .....
2. Full Postal Address with tel. : .....  
No. & Fax No. ....
3. Name, Address & Tel. No. of the : .....  
Director/Proprietors & Chief .....
- Executive of the firm. Bio-Data of .....
- The Director/Proprietors, Chief Executives of the firm should also be enclosed with proof of ownership.
4. Copy of License/Registrations with appropriate authority: .....
5. Municipal license for establishment of catering services or mess operation or restaurant.
6. License under Food Safety and Standard Act 2006. (*fssai*)
7. Registration Certificate from Regional Labour Commissioner (Central) Bhopal and Labour License of the said authority
8. ESI Number and EPF Number : .....
9. TIN Number : .....
10. Pan Number : .....
11. Income tax return for the year 2015-16, 2016-17 & 2017-18. In case ITR for 2017-18 is not available ITR of 2014-15 to be provided to cover 03 years period: .....
12. GST No.....
13. Audited balance sheet for given financial year duly certified by Chartered Accountant years showing the turnover of Rs. 2,75,00,000/- and above : .....
14. Total number of employees on : .....  
Date of submission of tender
15. Additional manpower with the Firm : .....  
(They should be engaged immediately if the contract is awarded)
16. Experience of minimum three years for providing catering services to Govt. Agencies/Autonomous Organization/Hospital/Institution/ Corporate Body.  
(enclose certificate).

The tenderer should submit **minimum experience of three years** for successfully running of the mess/catering services by serving minimum 800 persons in a day (enclose proof of document to support the claim, enclose work order and satisfactory completion certificate as proof of document) as per the following format.

Sl. No.	Name of the Organisation whom the services are provided with complete Postal Address with Tel/Mobile no.	Name & Designation of the Employer's contact person with Tel/Mobile no.	Date from which the contract was awarded/completed		Value of Contract	No. of persons deployed by your firm	No. of persons served.
			From	To			

Full Address of the Firm with Tel. No.

Signature of Tenderer \_\_\_\_\_

Date: \_\_\_\_\_

Seal: \_\_\_\_\_

**Documents to be attached to the e-tender  
(To be enclosed with Technical bid-Cover 1)**

1. **TECHNICAL BID:** TECHNICAL BID AS PER ANNEXURE-I DULY SIGNED AND AFFIXING STAMP ON EACH PAGE ALONG WITH ALL THE NECESSARY DOCUMENT AS PER TECHNICAL BID
2. Particulars of Experience along with certificates, testimonials
3. Copy of Valid Registration certificate
4. Copy of Municipal License for Mess operation
5. License under Food Safety and Standard Act 2006 (*fssai*)
6. Copy of Labour License:
7. Tender Acceptance Undertaking on non judicial stamp Rs.100 (Original to be sent by post)
8. Copy of EPF Registration:
9. Copy of ESI Registration:
10. Copy of GST Registration:
11. Certificate/verification from local police station
12. Power of attorney
13. Permanent account number (PAN)
14. Reference of reputed Customers.
15. Scanned copies of EMD (Original to be sent by post)
16. Income tax return for the year 2015-16, 2016-17 & 2017-18. In case ITR for 2017-18 is not available ITR of 2014-15 to be provided to cover 03 years period.
17. Copies of Orders.
18. Copies of the audited balance sheets, including all related notes, income statements for the last three audited years, duly certified by Chartered Accountant/ Company Auditor under his signature & Stamp.
19. PFMS Form

## 20. Questionnaire

**Annexure II****ELIGIBILITY CRITERIA FOR THE TENDERING COMPANY/FIRM/AGENCY**

1. The Tenderer may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per law valid at least for 12 months from the date of the opening of tender.
2. The tenderer should have minimum 3 years experience for successfully running of the Mess/Catering Services by serving approx 800 persons or more in a day in Govt. Agencies/Autonomous Organization/Hospital/Institution/Corporate body. Certificate of performance should be enclosed from the Organization(s), where the job has been carried out as per format.
3. The tenderer should have a average annual turnover of **Rs.2,75,00,000 (Rupees Two Crore Seventy five lakh only)**, during the last three years.
4. The tenderer should have minimum three years experience in doing similar nature of work and have successfully completed the same. Tenderer should submit the copy of the same.

One similar work of value equal to 80% of annual cost of work i.e. not less than **Rs. 220 Lakh** from any Govt. Agencies/Autonomous Organization/Hospital/Institution/Corporate Body in last three years i.e. 2014-15, 2015-16, 2016-17

OR

Two similar works of value equal to 60% of annual cost of work or not less than **Rs. 165 Lakh** each from any Govt. Agencies/Autonomous Organization/Hospital/Institution/ Corporate Body in last three years.

OR

Three similar work of value equal to 40% of annual cost of work or not less than **Rs. 110 Lakh** from any Govt. Agencies/Autonomous Organization/Hospital/Institution/ Corporate Body in the last three years.

5. The tenderer should have and furnished the attested copy of License/Registrations with appropriate authority:
  - a. Registered under the **Food Business Operator(FBO)** and must have *fssai* certificate/License under Section 31(1) *fssai* Act 2006, also to follow the General Hygenic and Sanitary Practice(GHSP) as stipulated in Part V of Schedule 4 of FSS (Licensing and Registration of Food Business), Regulations,2011.

- b. Catering, food outlet & labour license.
  - c. Municipal license for establishment
  - d. Registration Certificate from Regional Labour Commissioner (Central) Bhopal & Labour License of the said authority
  - e. ESI Number & EPF Number
  - f. TIN
  - g. PAN Number
  - h. GST No.
  - i. Income tax return for the year 2015-16, 2016-17 & 2017-18. In case ITR for 2017-18 is not available ITR of 2014-15 to be provided to cover 03 years period.
6. Conditional bids shall not be considered and will be out-rightly rejected in very first instance.
  7. The bidder should have their registered office / branch in Bhopal. If not, an office should be opened in Bhopal within 30 days from the date of the award of work.
  8. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency) and bidder has to submit certificate on letter head.
  9. The bidder shall submit affidavit that the agency is/ has not been blacklisted by any organisation of Central Govt. / State Govt. / any PSU.
  10. Satisfactory performance certificate issued by the organisation as per Sl.No.2 of eligibility criteria issued during the last three financial years.
  11. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
    - a. Catering, food outlet & labour license
    - b. Food Safety and Standards Authority of India (*fssai*)
    - c. Municipal license for establishment
    - d. Registration Certificate from Regional Labour Commissioner (Central) Bhopal & Labour License of the said authority
    - e. ESI Number & EPF Number
    - f. VAT/TIN
    - g. PAN Number
    - h. GST No.
    - i. Income tax return for the year 2015-16, 2016-17 & 2017-18. In case ITR for 2017-18 is not available ITR of 2014-15 to be provided to cover 03 years period.
  12. The contractor shall be responsible for engaging adequate number of Cooks having experience of minimum 2 years of cooking of continental food in three Star or above hotel with specialization in North Indian and South Indian along with sufficient trained manpower to provide good quality of mess services in AIIMS

Campus at his own cost. The contractor will ensure discipline and clean character employees with no police cases etc. be deputed at the Institute. The number of all categories of staff to be deployed for providing mess services should be declared in the technical bid along with staff details.

13. The tenderer should have minimum 3 years experience for successfully running of the Mess/Catering Services by serving approx 800 persons or more in a day in Govt. Agencies/Autonomous Organization/Hospital/Institution/Corporate body. (enclose work order and satisfactory completion certificate as proof of document) as per the following format.

Sl. No.	Name of the Organisation whom the services are provided with complete Postal Address with Tel/Mobile no.	Name & Designation of the Employer's contact person with Tel/Mobile no.	Date from which the contract was awarded/completed		No. of persons deployed by your firm	No. of persons served.
			From	To		

Full Address of the Firm with Tel. No. ....

Signature of Tenderer \_\_\_\_\_

Date: \_\_\_\_\_

Seal: \_\_\_\_\_

**Annexure -III****SCOPE OF WORK & JOB SPECIFICATIONS**

There are three messes in UG Girls, UG Boys, PG and Nursing Hostel consisting of a Kitchen and a dining hall, as per following details:

<b>Sl. No.</b>	<b>Dining Facility</b>	<b>No. of Students</b>
1.	Mess at Four places	<b>PG Boys - 130</b> <b>UG Boys hostel – 400</b> <b>UG Girls -180</b> <b>UG Nursing – 240</b>

1. Strict adherence to the timings, menu and prices of extra items will be made as determined by the Mess Committee in consultation with the Contractor.
2. To provide breakfast, lunch, evening tea/coffee with snacks and dinner the expected no. of students will be about 950 which can vary either side. During the summer and winter vacations, mess shall remain closed, unless prior agreement is reached between the Institute/Mess Committee and the Contractor. The number in summer and winter vacation may reduce but will never be NIL.
3. The Contractor shall, at his cost, maintain adequate stocks of food grain, grocery etc., and adhere to the standards, as prescribed by the Institute.
4. No food which cooked in the Mess shall be taken outside the premises without prior permission of the competent authority.
5. Vegetarian and Non Vegetarian food will be cooked and served separately along-with separate utensils.
6. Major civil and electrical works will be attended repair of electrical gadgets like Fridge, Microwave, Mixcy etc. by Institute. Minor maintenance jobs such as replacement of light bulbs, tube lights etc. shall be the responsibility of the contractor.
7. Kitchen equipment and dining hall furniture, service counters, will be provided by Institute. Cooking utensils & Crockery, cutlery, glass ware, bowels, etc. will be the responsibility of the Contractor. AIIMS will not provide any such items. The contractor will make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment etc. Disposable good quality paper made items for tea etc. shall be allowed but not of plastic material. Upkeep of all items provided by the Institute shall be the sole responsibility of the Contractor. 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 Contractor.
8. Refilling of commercial Gas cylinders and procurement of good quality provisions and other consumables is the responsibility of the Contractor.

9. No Income generation be made by the contractor by selling in house cooked food and also no outsider will be allowed to consume food etc. in Mess. Strict adherence to this shall be applied to contractor.
10. Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor.
11. Cleaning and Housekeeping of Kitchen and dining area, will be the sole responsibility of the Contractor. Cleaning of Utensil, Cutlery, Crockery, and Kitchen Equipment furniture will also be the sole responsibility of the Contractor. The Contractor will maintain full cleanliness and hygienic conditions in the canteen area. After every meal all the plates, serving/ cooking utensils have to be washed every time after use and the plates and spoons have to be sterilized every meal(every week). Cooking 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.
12. Contractor will ensure that Water Coolers and purifier should be regularly cleaned and maintained and also as per the instructions by the Hostel Superintendent/warden and mess committee (authority)/Institute.
13. The garbage collected from the kitchen, dining halls, dish wash area should be disposed off right away by the contractor. No garbage should be dumped in and around the campus. The surroundings shall be kept clean and hygienic at all times.
14. The Competent Authority reserves the right to check on cleanliness and upkeep of the premises and quality of provisions & foods any time.
15. The workers of the contractor should maintain personal hygiene and proper dress code be applied. They should behave politely and be amenable to discipline. If in the opinion of the competent authority, the performance of any of the workman deployed is not satisfactory or he / she is not amenable to discipline or his / her behavior is not conducive to retain him / her for their work, he / she shall have to be replaced immediately.
16. The proprietor or his representative of (Contractor) shall attend the monthly meeting of the Mess Committee failing which penalty as deemed fit by the Mess Committee/Institute will be imposed. Meeting can be called for by mess committee for any special circumstances with a notice period of 1 day.
17. No accommodation except the changing/resting room will be provided to the Contractor's workmen.
18. Notwithstanding any other provisions made in the contract, the Director, AIIMS Bhopal reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in the interest of the Institute. The contractor is not eligible for any compensation or claim in the event of such cancellation.
19. The items of food served will be checked by the Quality Assessment Committee constituted by the Mess Committee/Institute. Such quality audit may be a test audit or random audit. In case of dispute on quality between Contractor and the quality assessment team, the Director, AIIMS



Bhopal will be the sole arbitrator and his/her decision shall be final and binding on both the parties.

20. The Director, AIIMS Bhopal either directly or through its Mess Committee reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the institute by others and such alterations and variations shall not violate this contract.

**Annexure -IV****TERMS AND CONDITIONS FOR SUBMISSION OF BID**

The ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL invites online e-Tender in two-parts from the reputed reputed, experienced and financially sound vendors for Empanelment of Catering Service Agency for Providing the Running Mess Facilities at UG Girls, UG Boys, PG and Nursing Hostel of AIIMS Bhopal **through only online e-procurement portal** i.e. <https://www.tenderwizard.com/AIIMSBHOPAL> as per details given in Annexure-I. **Bids for this tender will be accepted through online only. Manual bids will not be accepted under any circumstances.**

1. **The pre-bid meeting will be held on 19/11/2018 at 15.00 hrs at Director Board Room, 1<sup>st</sup> Floor, Medical College, AIIMS Bhopal.**
2. The initial period of contract shall be for 12 months may be extended by two years, one year at a time depending on performance of the Agency and at discretion of the Director, AIIMS Bhopal or the authority competent for it. An initial period of 3 months will be there for duly assessing the quality and performance of the Contractor by Director, DSW, Mess Committee. Contract may be terminated if the performance is not found satisfactory.
3. The bids should be submitted in two parts i.e. Technical bid and Financial bid.  
**I) Technical bid should contain** all details and required documents  
**In case the technical bid contains any direct or indirect reference to quoted price the bid is liable to be rejected.**
4. **Financial bid should contain** details of Mess Charges as per format. **The price bid** will be in Excel format. The bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are requested to download the Price Bid sheet, open it and complete the 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 file name.** If the Price Bid sheet is found to be modified by the bidder, the bid will be rejected.

5. The bid should be complete in all respects. **Incomplete bids will not be considered at all.**
6. A list of **reputed clients** to whom the firm has provided Mess facility to be furnished along-with the bid.
7. Bid should be **valid for a period of 120 days** from the date of tender opening

#### **8. Penalties for violation or rules, terms and conditions:**

The Contractor will be fined in case of violation of the following rules on the recommendation of Mess Committee. Fine can be in the form of money or providing an equivalent special dish in the mess as decided by mess committee/Institute.

- A. Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 5,000/- or an equivalent special dish on the part of Contractor.
- B. 3 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/- or an equivalent special dish on the part of Contractor.
- C. 3 or more complaints of unclean utensils in a day would lead to a fine of Rs. 10,000/- or an equivalent special dish on the part of Contractor.
- D. If mess committee agrees that certain meal was not cooked properly then a fine of Rs. 10,000/- or an equivalent special dish would be imposed on the part of Contractor.
- 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 and Tiffin then a fine of Rs. 5,000/- or an equivalent special dish would be imposed on the part of Contractor. 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/- or an equivalent special dish on the part of Contractor.
- G. Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs. 10,000/- or an equivalent special dish on the part of Contractor for every instance.
- H. For any rules stated in the agreement:-
  - a. First violation of the rule implies fine as per the rule.
  - b. Second and subsequent violations of the same rule within 30 days of previous fine will attract triple the initial amount of fine on the part of Contractor.
- 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/- or an equivalent special dish on the part of Contractor.
- J. As and when Mess Committee proposes a fine it will inform the representative of the Contractor or mess manager and fine will be imposed with consent of the DSW/ADSW/Hostel Superintendent/Resident Warden.
- 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 with the consent of Hostel Superintendent.

- L. Severity of hygiene failure shall be assessed and decided by the Mess Committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.

9. Technical bid should contain EMD.

**Bidders shall submit EMD either by DD drawn in favour of Director, AIIMS Bhopal, on any nationalized bank for a sum of ₹ 5,50,000/- (Rupees Five Lakh Fifty Thousand only) payable at AIIMS Bhopal or in the form of a bank guarantee for a sum ₹ 5,50,000/- (Rupees Five Lakh Fifty Thousand only) from any reputed bank (scheduled bank) initially valid for 120 days from the date of closing tender as per the proforma enclosed. The scanned copy of DD/BG is to be uploaded in the Tenderwizad.com/AIIMSBHOPAL Portal while submitting the bid.**

10. **The Original DD/BG towards EMD should reach AIIMS Bhopal within the bid submission date and time for the tender.**
11. **Bids received without EMD will be rejected.**
12. **The EMD of unsuccessful bidders shall be returned within 30 days of the award of contract.**
13. **The earnest money will be liable to be forfeited, if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.**
14. **As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will deposit an amount equal to 10% of Annual Contract value towards Security Deposit within 15 days of award of contract by way of demand draft in favour of “Director, AIIMS Bhopal” drawn on any Nationalized Bank / Scheduled Bank and payable at Bhopal. Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard. Security deposit will remain valid for the period of 60 (sixty) days beyond date of completion of all**

**contractual obligations of the agency including statutory obligations. The amount as deposited may be increased at the later date of contract value so increases.**

15. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference and forfeiture of the security deposit amount EMD on Performance Security.
16. The AIIMS Bhopal requires that the bidders suppliers and contractors observe the highest standard of ethics during the execution of such contracts. In pursuit of this policy, the following are defined.
17. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
18. “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of contract.
19. “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of purchaser, designed to establish bid prices at artificial, noncompetitive levels; and “coercive practice: means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of contract.
20. The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question. The Decision of Director, AIIMS Bhopal shall be final and binding.
21. A Bid opening Committee constituted by the Director, AIIMS Bhopal for the purpose reserves the right to open the bids. Only technical bids will be decrypted and opened online on the date and time mentioned in the tender document. The financial bids of those tenderers whose technical bids are found to be meeting our specifications only will be decrypted and opened online on date and time to be notified later.
22. The Bidder should specifically mention GST charges, etc. are payable in addition to the price quoted, otherwise, the price quoted will be assumed to be all inclusive and no separate tax or charges will be paid in the event of the offer being accepted.
23. 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.

24. AIIMS Bhopal reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS Bhopal also reserves the right to reject any bid which in the opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
25. Canvassing in any form is strictly prohibited and the renderers who are found canvassing are liable to have their tenders rejected out rightly.
26. The period of the contract may be extended for mutually agreed period after the successful / satisfactory completion of initial contract at the discretion of the AIIMS Bhopal This office, however, reserves right to terminate this contract without assigning any reason thereof at any time after giving one month notice to the selected service providing Company / Firm / Agency.
27. Each page of the tender documents and papers submitted along with, should be numbered signed and stamped by the authorized signatory in acceptance of the terms and conditions laid down by the AIIMS Bhopal.
28. The Director, AIIMS Bhopal reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.
29. The Director, AIIMS Bhopal reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
30. The Director, AIIMS Bhopal does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
31. The contractor shall take at his own cost, if required, 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 AIIMS and shall indemnify AIIMS against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which AIIMS Bhopal may be party or involved as a result of the contractor failure to comply and of the obligation under the relevant act law which the contractor is to follow.
32. The catering services will be provided to the Institute at the fixed rate.
33. The timings and working days of the Mess will be regulated by the Mess committee.
34. The contractor shall display the list of items & rates in the premises.
35. The Mess should be kept neat & clean and free of unhygienic conditions.
36. The responsibility of maintaining the cleanliness and hygienic condition of the Mess will be of the contractor, at his own cost and proper disposal of waste. In case of violation of this condition, Mess Management Committee may have the right to impose a fine and the contract may be cancelled by giving a week's notice to vacate the premises.

37. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.
38. The contractor will make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment. Disposable good quality paper made items for tea etc. shall be allowed but not of plastic material.
39. The contractor is to be capable to provide Mess facility for the PG, Boys, Girls & Nursing and Type 2 students in the four different locations in the dining hall seating capacity of around 200 students each.
40. The Contractor must have registered under the Food Business Operator(FBO) and must have *fssai* certificate under Section 31(1) FSSAI Act 2006, also to follow the General Hygienic and Sanitary Practice(GHSP) as stipulated in Part V of Schedule 4 of FSS (Licensing and Registration of Food Business), Regulations,2011.
41. The Contractor must have his own Commercial loading Vehicle to provide the Food items to Students in different location in the Campus of the AIIMS Bhopal.
42. 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 pre-cautions.
43. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the Institute.
44. The successful tenderer shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the Mess staff. 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.
45. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.
46. 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 Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, if deemed necessary.
47. The conduct/characters/antecedents and proper bonafide 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 DSW and Mess Committee (Institute). All the employees should be police verified.
48. The decision to award the Mess services contract will be taken on the basis of prices quoted, feasibility, quality and quantity.
49. The contractor will use only the commercial cylinder and ISI marked gas stove for the purpose of

cooking.

50. Tenderer shall not sell any cigarette, bidi, pan, alcohol etc. in the Mess and in the AIIMS premises, if anyone is found indulged in these business the person shall be asked to leave the campus immediately and the tenderer shall be liable to lose the contract for breach of this condition.
51. As regards 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 menu 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.
52. The Tenderer shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
53. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than AIIMS Bhopal students, faculty, staff and visiting faculties/guests.
54. The tenderer shall not keep the Mess closed without prior permission from the AIIMS Bhopal authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by AIIMS Bhopal, as it may deem fit.
55. **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.**

56. **LEGAL TERMS AND CONDITIONS**

There must be at least one **Manager** at each of the individual four locations available during all times when the food is being served. There must be adequate staff available (cooking and Support Staff) at all the four locations failing to which the Contractor can be fined upon.

- a. The Tenderer and his staff shall abide by various rules and regulations of AIIMS Bhopal as prevalent from time to time.
- b. 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,
- c. 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.
- d. The Tenderer shall submit to AIIMS Bhopal a list of all workers engaged to carry out the catering work, indicating name, age, home address, qualifications, etc, and would also 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.

- e. 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.
- f. AIIMS Bhopal 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 Bhopal 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 Bhopal's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS Bhopal shall have the right to engage any other tenderer to carry out the task.
- g. 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 AIIMS Bhopal, as and when necessary.
- h. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
- i. 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.
- j. The catering contractor has to pay license fee to be decided by Admin per month for each hostel at such rate as may be fixed by the Institute for the subsequent years.**
- k. The catering contractor will also pay water charges per months decided by the administration.**
- l. Electricity charges will as per sub meter fitted in the kitchen.**
- m. AIIMS Bhopal reserves the right to check cleanliness and upkeep of premises and quality of provisions, and quality of the food.
- n. The dining hall will be furnished by the AIIMS but it will be maintained in good décor and hygienically by the catering contractor.
- o. The Oil that remains from deep frying at the end of the day shall be disposed off and should not be recycled. A record book must be maintained and be made available to mess committee at all individual locations noting down the daily consumption of oil, the information regarding the amount of used oil left over and amount of oil disposed.
- p. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Institution from the agency.

- q. If any underpayment is discovered, the amount shall be duly paid to the agency by the institution.
- r. The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the AIIMS etc.
- s. **Dispute Settlement: - It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS Bhopal whose decision shall be final and binding on both the parties.**

57. **Payment Terms:**

- a. AIIMS Bhopal 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 include supporting documents, satisfactory performance certificate along with documents verifying payment by the agency to its employees in the previous month. 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. 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.

58. **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, the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by the Director, AIIMS Bhopal. The provisions of Arbitration and Conciliation Act 1996 shall be applicable. The award passed by the arbitrator shall be binding on both the parties.

59. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS Bhopal, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

60. **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Director, AIIMS Bhopal or any Officer authorized by him, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS Bhopal in that event the security deposit shall also stands forfeited.

61. **Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS Bhopal shall have the power to terminate the contract without any prior notice.

62. The AIIMS Bhopal, reserves the right to review the performance of the firm every three months or whenever a need arises, and also to terminate the contract at any point of time during the currency of the contract in case of performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the Director, AIIMS Bhopal or any Officer authorized by him shall be binding on the contract firm. The AIIMS Bhopal further reserves the right to renew the contract for such period(s) as it may deem necessary, taking into account the satisfactory performance of the firm during the currency of the contract.
63. In case of pecuniary and material loss suffered by the Institute on account of negligence attributable to the Contractor or his employees, the AIIMS Bhopal will have the right to forfeit the Security Deposit falls short or found to be insufficient to the loss thus incurred by the Institute, the balance, as may be necessary shall be recovered from the contractual charges due to the contractor's firm.
64. The standard of sanitation will always be upto the satisfaction of the authorized representative or the officer-incharge whose decision in this regard shall be final and binding on the contractor.
65. The contractor shall supply to his workers all gadgets/articles required for safety purposes, such as gas masks, torch, safety belt, gas lantern etc. He may also maintain a First Aid Box to meet any emergency situation in respect of staff deputed by him.
66. The work shall be carried out satisfactorily as per the directions of the competent authority of the AIIMS Bhopal. The Director, AIIMS Bhopal reserves the right to impose a monetary penalty not exceeding 10% of the monthly contractual charges, if he notices or it is brought to his notice any unsatisfactory cleaning, unhygienic conditions, non-wearing of uniforms and gumboot by the employees deputed by the contractor firm.
67. After due evaluation of the bid(s) Institute will empanel upto four lowest evaluated responsive tenderers subject to their acceptance to supply at L-1 rate. One or more messes may be assigned to an empanelled Vendor for operation.
68. Conditional bid will be treated as unresponsive and it may be rejected.
- 69. Applicable Law:**
- a. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
  - b. Any disputes arising out of or relating to contract is subject to exclusive jurisdiction of Competent Court and Forum in Bhopal, M.P, India only.
  - c. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Bhopal. The decision of the Arbitrator shall be final and binding on both the parties.
  - d. Institute reserve the right to obtain clarifications and additional documents if any missing before finalization.
- 70. Hygiene & Other Standards for the staff provided by the Contractor:**
- a. The contractor shall be responsible for behavior and conduct of his workers. No workman with doubtful integrity of having bad record shall be engaged by the contractor.
  - b. The employees should be in proper uniform at the time of work. The uniform provided to the

workers by the contractor should be different and distinguish from other categories of the Institute staff with name plate & badges.

- c. The employees should be presentable in appearance i.e. well cut and groomed hair, properly combed, neat shaved etc.
  - d. Contractor/service provider shall get medical examination of the staff deployed to ensure that they are free from any contagious diseases and/or are fit for discharge of duties as are assigned to him/her their medical certificate after every six months shall be provided starting from the date of start of work.
  - e. The Contractor shall provide its staff, a minimum of two sets of uniforms. The employees shall also display a photo identity card on their person clipped to the shirt at all times.
71. **Right of the AIIMS Bhopal:** - The AIIMS Bhopal reserves the right to suitably increase/reduce the scope of work put to this Tender. In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the contract Document, interpretation of the Clauses by the AIIMS Bhopal shall be final and bindings on both the Parties.
72. **The submission of tender** shall be deemed to be an admission on the part of the tenderer, had fully acquainted with all the details etc. and no claim other than what stated in the tender shall be paid in the event of award of contract.
73. **Acceptance of this tender** form and submission of the quote within the stipulated time would be treated as:
1. The tenderer has understood all requirements as described in our Tender document.
  2. Acceptance to provide/establish all the facilities mentioned in our tender without any price escalation.
74. Agreeing to execute order to the satisfaction of Director, AIIMS Bhopal or his authorized representatives within the stipulated time.
75. AIIMS Bhopal will not be liable for any obligation until such time AIIMS Bhopal has communicated to the successful bidder of its decision to release the Work Order.
76. AIIMS Bhopal will not be responsible for any postal delays.
77. Bidders shall note that AIIMS Bhopal will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.
78. Tenders from Firms/Companies/Tenderers whose performance was not satisfactory in respect of quality of services in any organizations, are liable for rejection. The tenders that do not comply with the above criteria and other terms & conditions are liable for rejection.
79. The Director, AIIMS Bhopal does not bind to accept the lowest quotation and reserves the right to himself, to reject or partly accept any or all the quotations received without assigning any reason.
80. All disputes arising out of or relating to this tender or in connection with executing the work order will be subject to the Jurisdiction of the Courts/forum in Bhopal only.

81. An agreement shall be signed with the successful bidder as per prescribe format.
82. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the AIIMS Bhopal from the Contractor.
83. If any underpayment is discovered, the amount shall be duly paid to the agency by the AIIMS Bhopal.
84. Food must be made available to students on special circumstances like Navrathri Fasting, Ramzan Roja, sick people etc., as requested by Mess Committee.
85. A Lactometer to assess the milk fat content must be made available by the Contractor at all locations when needed for periodic assessment of milk quality.

**Hostel Mess, AIIMS Bhopal**  
**Rules pertaining to the daily functioning of the mess:**

1. Mess timing would normally be as under. The Mess Committee however reserves the right to make any alternation in it in consultation with the Contractor:-
  - Breakfast: 07.30 – 10:30 (9.30) Hrs.
  - Lunch: 13.00 – 14.30 Hrs. (during weekends and holidays the breakfast timing should be extended till 10.30 Hrs.)
  - Evening Tea/Coffee & Snacks: 17.00 – 18.00 Hrs.
  - Dinner: 20.00 – 22.00 Hrs. (during weekends and holidays the breakfast timing should be extended till 10.30 Hrs.)
2. Basic menu (until and unless specified) is unlimited.
3. Menu as decided by the Mess Committee will strictly be followed.
4. Sufficient counters for every meal shall be made operational. The decision of Mess Committee in this regard shall be final.
5. 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.
6. Salad comprising lemon & any of two of three viz. tomato, carrot, cucumber, beetroots & onion will invariably be provided in every lunch & dinner. 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. Imly, tomato Chutney shall be served with kachori, samosa & other forms of chats in Snacks. Groundnut or Coconut Chutney & Sambhar will be served with all south Indian breakfast foods. Sweet must include all forms of Bengali, Gujarati or south Indian dishes.
7. Paneer is to be served **twice**(once) in a week if so decided in the menu.
8. Non Vegetarian dinner (Special meals) will be served thrice a week i.e. for non-vegetarians there will be three servings for non-veg in dinner
  - One **CHICKEN CURRY** etc. (Wednesday);
  - One egg item-egg curry / egg bhurjee / masala egg on Friday.**
  - One non-veg. item **Chicken biryani** (Sunday)]

Equivalent veg. preparations like **Tadka Paneer**/ kadhai paneer/ paneer butter masala and some special veg. will be served also.  
 Each of the above mentioned meal (special meal) will have sweet dish/ Ice-cream/ Pudding.
9. Whenever butter is provided, Students will be served ~20 gms of butter. Ketchup has to be provided along with dishes like (Maggie, Noodles) Samosa, Paratha etc.
10. Extra items e.g. extra bowls of curd, non veg. items, and special vegetarian dishes etc. over and above the decided mess menu can be sold at prices decided in by the Committee in consultation with the Contractor.

11. Special meals must be provided on festive occasions like HOLI, Diwali, Eid, Easter and any other special occasions not exceeding 10 per year. as requested by mess committee.

Sr. Procurement cum Stores Officer  
**For & on behalf of Director, AIIMS Bhopal**

## **General Structure of the Mess Menu**

### **Breakfast:**

#### **For vegetarians**

1. Indian Dish
  - 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.

#### **For non-vegetarians**

1. Non-veg:
  - a. Two boiled eggs or two egg omlette.
  - b. Four toasted bread slices with butter (~ 20 gm) & jam.

### **AND**

1. Milk (~200ml) with cornflakes/ bournvita/ complan or tea or coffee.
2. A Banana.

### **LUNCH:**

1. Rice (unlimited),
2. Chappati or plain-parantha or poori (unlimited),
3. Dal or Sambhar (unlimited),
4. Curry or rajma or chola (unlimited),
5. Vegetable (fried) (unlimited),
6. Curd or its other form (raita, chhach) or flavoured drink (Rasna, Roohafza etc.)
7. Pickle & salad as mentioned above,
8. One Papad.

### **SNACKS:**

1. Samosa or kachori or aalu-bonda or chana-wada or pakoda or cutlet or noodles & 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. Chappati 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,
7. Sweet dish or Icecream or Milk-shake (200ml) or mixed fruits bowl as mentioned above,
8. One Papad.



**Brands of consumables permissible in Hostel Mess**

<b>Item</b>	<b>Brand</b>
1. Salt	Tata, Annapurna
2. Spices, Sambhar Powder	M.D.H. Masala, Everest, Patanjali
3. Ketchup	Maggi, Kissan, Heinz, Del Monte
4. Oil	Sunflower, Sundrop, Saffola, Fortune, Dhara, Patanjali (Use of Hydrogenated (vanaspati) oil is prohibited)
5. Pickle	Mother dairy or Nilons
6. Atta	Ashirvad, Pillsbury, Annapurna, Trishul, Patanjali, Shaktibhog
7. Instant Noodles	Maggi, Tpremen
8. Flavoured fruit drinks	Rasna, Tang, Kissan
9. Papad	Lijjat
10. Butter	Amul, Britannia, Mother Dairy, Sanchi
11. Bread	Modern, Top&Town, Omni Bakers
12. Cornflakes	Kellog's, Top's, Mahan's
13. Jam	Kissan or Maggi
14. Ghee	
15. Shreekhand	Sanchi ,Amul, Mother Dairy, Britannia Sanchi ,Amul
16. Milk	Sanchi, Amul, Mother Dairy
17. Paneer	Amul, Sanchi
18. Tea	Brook bond, Lipton, Tata, Taaza
19. Coffee	Nescafe, Bru
20. Ice Cream	Amul, Vadilal, Kwalitiy, Top & Town, Havmor
21. Dal	Unpolished
22. Rice	Basmati (at least twice a week) Sona masorie(thin and thick)

The Contractor shall use only branded AGMARK/FPO approved brand raw materials and best quality items for preparing the food. Brands of products will be decided by the Mess Committee for which the Contractor should abide. Use of cooking soda in rice, maida in chapatti and MSG and Vanaspati (Dalda) in other food items is strictly prohibited. A quality control Supervisor 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 materials or not adhering to contractual conditions, the Mess Committee will be free to impose monetary fine or equivalent special dish as deemed fit on the Contractor.

The Contractor will submit two or three brands (**Agmark**) for each item and the Mess Committee will select the appropriate brands for cooking.

The Contractor may use any other standard/ FP approved brands only if permitted by the Mess committee in writing.

## Financial Bid

(Upload signed and scanned copy of following Financial Bid Documents in Financial Bid Document Slot of E-Tendering Solution)

To

Director  
All India Institute of Medical Sciences Bhopal  
Saket Nagar, Bhopal 462 020  
Madhya Pradesh

Empanelment and Selection of Catering Service Agencies for providing and running Mess facilities at UG Girls, UG Boys, PG and Nursing Hostel of AIIMS Bhopal Campus.

Particulars	Base Amount (In Rs.)	GST%	GST Amount (In Rs.)	Total Amount (In Rs.)
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
Mess charges per student per month				

Our quotation for providing mess charges per student per month is: Rs. \_\_\_\_\_

(In words ) \_\_\_\_\_

The above quotation includes all applicable taxes.

### **Declaration by the Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Further I/We do not have any objection to AIIMS Bhopal assigning any location to other contractors as per the Institute convenience.

### **Note:**

- a. No other charges would be payable by Client.
- b. There would be no increase in rates during the Contract period except provision under the terms and conditions.

(Signature of Tenderer with seal)

Name: .....

Address: .....

Phone No (O):.....

E-mail: .....

Place:.....

Date:.....

**QUESTIONNAIRE**

(To be filled and enclosed with Technical bid-Cover 1)

- a. **Name of the Tenderer.**
- b. **Full postal address with Telephone, Telefax, Email.**
- c. **Please specify whether Public Limited, Company, Private Organization or Partnership Firm.**
- d. **Nature of the Business.**
- e. **Date of Establishment.**
- f. **Present Turnover.**
- g. **Permanent Income Tax Ref. No.**
- h. **GST NO.**
- i. **Address & Telephone Nos. Of your branch office in Bhopal.**
- j. **Technical Compliance statement.**
- k. **Reference of reputed Customers.**
- l. **Details of the highest order executed and value thereof.**
- m. **E.M.D. details provided in the TECHNICAL BID.**
- n. **Technical Bid attached.**
- o. **Tender Acceptance.**
- p. **PFMS Form**

**TENDER ACCEPTANCE UNDERTAKING**

(Should be given on Non-Judicial Stamp Paper worth of Rs. 100/- duly Notarized)

To

The Director,  
**ALL INDIA INSTITUTE OF MEDICAL SCIENCES**  
**Saket Nagar, (AIIMS) BHOPAL-462020 (M.P.)**

I .....S/o  
.....R/o..... do hereby solemnly affirm as under :-

That I am a partner / Proprietor / Authorized representative of

M/s .....

1. That the firm has not been black listed in the past by any government / private / organization.
2. That the firm has no vigilance case/CBI/FEMA case pending against him
3. That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/VAT/ Sales Tax/ Blacklisting is pending against my firm.
4. Having examined the tender document for “Empanelment of Catering Service Agencies for Providing the Running Mess Facilities at Girls, Boys, UG, PG and Nursing Hostel of AIIMS Medical College Bhopal” we the undersigned hereby offer to provide Mess Facilities in conformity with scope of work and conditions set out in the tender document. We hereby unconditionally accept all the e-tender conditions.
5. We enclosed all the relevant documents as per the e-tender.
6. We understand that you are not bound to accept the lowest or any e-tender received.

Date :

(Signature of Bidder)

Name :

Designation :

Seal

Please Note:- The above Undertaking duly signed and Stamped by the Authorized Signatory of the Company, should be enclosed with Technical Bid Documents and submitted its original hard copy with Technical Bid Envelope and scanned copy must uploaded.

**BANK GUARANTEE FORMAT FOR FURNISHING EMD****To**

**The Director,  
All India Institute of Medical Sciences (AIIMS) Bhopal  
Saket Nagar, Bhopal- 462 020 (MP) INDIA**

Whereas \_\_\_\_\_  
(Hereinafter called the "tenderer"  
has submitted their offer dated \_\_\_\_\_  
for the supply of \_\_\_\_\_  
(Herein after called the "tender"

WE \_\_\_\_\_ of having our registered office  
At \_\_\_\_\_ are bound unto the AIIMS  
(Hereinafter called the Bank) **All India Institute of Medical Sciences (AIIMS) Bhopal**, having its  
office at Saket Nagar, Bhopal-462020 (herein after called AIIMS which expression shall unless  
repugnant to the context or meaning thereof include all its successors, administrators, executors and  
assigns) in the sum of \_\_\_\_\_ for which payment will and truly to be made to. AIIMS,  
the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of  
the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

THE CONDITIONS OF THIS OBLIGATION ARE:

- 1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the tenderer having been notified of the acceptance of his tender by AIIMS Bhopal during the period of its validity.

**2.a) If the tenderer fails to furnish the Performance security for the due performance of the contract.**

**2.b) Fails or refuses to execute the contract**

We undertake to pay AIIMS Bhopal up to the above amount upon receipt of its first written demand, without AIIMS Bhopal having to substantiate its demand, provided that in its demand the AIIMS Bhopal will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**Signature of the bank**

**FORMAT FOR PERFORMANCE SECURITY BANK GUARANTEE**

**To**

**The Director,  
All India Institute of Medical Sciences (AIIMS) Bhopal  
Saket Nagar, Bhopal- 462 020 (MP) INDIA**

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply (Stores) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to ..... (.....) months from the date of satisfactory acceptance of Supplies in the User Department at AIIMS Bhopal i.e. up to ----- (indicate date).

.....  
(Signature with date of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
.....

Seal, name & address of the Bank and address of the issuing Branch, including Telephone No. & Email ID

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL****PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS) VENDOR REGISTRATION FORM**

PFMS UNIQUE CODE: .....(This code will issued by the AIIMS Bhopal's Finance Deptt.)

S. No.	Head Name	Details
1	Vendor Name	
2	Father/Husband/Owner Name	
3	Date of Birth	
4	PAN Number (Preferably in the Name of Firm) (A duly singed and stamped copy must enclosed)	
5	Aadhaar Number	
6	TAN Number (A duly singed and stamped copy must enclosed)	
7	GST Number (A duly singed and stamped copy must enclosed)	
8	Service Tax No. (A duly singed and stamped copy must enclosed)	
9	Address 1	
10	Address 2	
11	Address 3	
12	City	
13	Country	
14	State	
15	District	
16	Pin Code	
17	Mobile No.	
18	Phone No.	
19	Email ID	
20	Bank Name	
21	IFSC Code	
22	Account Number	
23	Cancelled Cheque Copy must enclose	

**Note: All above requested documents duly attested copies with this form must be enclosed by the Vendor**

DATE : .....

PLACE: .....

VENDOR SIGNATURE WITH SEAL