



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BILASPUR,  
HIMACHAL PRADESH-174001  
(An Autonomous Institute of Ministry of Health & Family Welfare, Govt.  
of India)**

**PROPOSAL DOCUMENT DATED 06.10.2021**

**REQUEST FOR PROPOSAL FOR  
PROVIDING MESS-CUM-CANTEEN SERVICES IN THE DINING HALL - A OF AIIMS,  
BILASPUR, H.P.**

Email:-establishment.aiimsbilaspur@gmail.com  
Contact No.: 01978-292575  
website: [www.aiimsbilaspur.edu.in](http://www.aiimsbilaspur.edu.in)

<b>File/Tender No.</b>	<b>:</b>	<b>AIIMS-BLS(J)</b>
<b>Issue Date</b>	<b>:</b>	<b>07/10/2021</b>
<b>Pre- Bid Meeting</b>	<b>:</b>	<b>14/10/2021 (3:00 PM)</b>
<b>Last Date of Submission</b>	<b>:</b>	<b>28/10/2021 (2:00 PM)</b>
<b>Tender Opening Date (Technical Bid)</b>	<b>:</b>	<b>28/10/2021 (03:00 PM)</b>
<b>Tender Opening Date (Financial Bid)</b>	<b>:</b>	<b>Will be intimated Later</b>

**About the Institute: -**

All India Institute of Medical Sciences, Bilaspur is being established under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) of Govt. of India. AIIMS-Bilaspur (Himachal Pradesh), was approved under Phase-V of the Pradhan Mantri Swasthya Suraksha Yojana (PMSSY), by the Union Cabinet in January 2018. The Institute is to be established in 247-acre (99.96 hectares) of land on National Highway – 205 (Shimla-Kangra highway), in the village Kothipura of District Bilaspur, Himachal Pradesh. AIIMS-Bilaspur intends to develop newer patterns of teaching in undergraduate and postgraduate medical education in all its branches of Medicine to demonstrate a high standard of medical education to all medical colleges and other allied institutions in India. The Hon'ble Prime Minister of India, Shri Narendra Modi laid the foundation stone of AIIMS, Bilaspur on October 03, 2017. The project is being developed in 3 phases. Presently development is taking place in phase –I wherein, AIIMS Bilaspur is proposed to be a 750 bedded hospital with 15-20 super specialty departments equipped with all modern facilities. To further enhance healthcare delivery, AIIMS Bilaspur is likely to widen the spectrum of services through the expansion of various super-specialty departments in subsequent phases to provide affordable and reliable tertiary level healthcare in Himachal Pradesh, and adjoining states of Punjab and Haryana. AIIMS Bilaspur has already started its first academic session from January, 2021, with a batch of 50 MBBS students. The next batch of 50 students will join the Institute in December 2021. Subsequent batches of MBBS will be of 125 students. Out of 183 sanctioned posts of faculty, 74 have been selected and they have joined the Institute. One hundred staff nurses have been selected and will join the Institute in October 2021. The process for the recruitment of other administrative and support staff is underway and a number of posts have been filled on outsourced basis. In the coming years, a Nursing College with an annual intake of 60 students will also be established besides other paramedical courses.

AIIMS-Bilaspur is planning to start OPD services from October 2021 and IPD services between March-June 2022. To meet the food requirement of faculty, students and staff, AIIMS-Bilaspur intends to outsource this service to an experienced and professional service provider who possesses the eligibility criteria conforming to the terms and conditions set out in this tender document. The details are enumerated in the subsequent pages/paragraphs of this tender document.

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अखिल भारतीय आयुर्विज्ञान संस्थान , बिलासपुर  
हिमाचल प्रदेश -१७४००१  
All India Institute of Medical Sciences, Bilaspur  
Himachal Pradesh-174001  
<https://aiimsbilaspur.edu.in>  
e-mail:- establishment.aiimsbilaspur@gmail.com  
01978-292575



No. AIIMS-BLS(J)(03)/21- 1214

Dated 07-10-2021

**NOTICE INVITING TENDER**

The All-India Institute of Medical Sciences, Bilaspur, Himachal Pradesh-174001, invites sealed proposals from reputed and experienced Mess/canteen/ catering operators for Out-Sourcing of Mess-Cum-Canteen facilities for the Mess situated at **Dining Hall-A** of AIIMS-Bilaspur-174001 as per the schedules and details specified in the TERMS & CONDITIONS and SCOPE OF WORK.

Interested parties may download the Proposal Document from the Institute's website [www.aiimsbilaspur.edu.in](http://www.aiimsbilaspur.edu.in) or obtain it from the Administrative Block of AIIMS-Bilaspur on all working days up to 27.10.2021 from 10:00 hours to 17:00 hours. The last date for submission of the proposal is 28.10.2021 till 14:00 hours. The date of opening of the proposal is 28.10.2021 at 15:00 hours. The Cost of Tender Form is Rs. 1000-00. In case tender is downloaded from website, tender cost will have to be remitted through DD, failing which the bid will not be accepted.

Dated: 07.10.2021

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Executive Director,  
AIIMS-Bilaspur H.P.

**CHAPTER - I**  
**PROPOSAL DATA SHEET**

Tender No.	AIIMS-BLS(J)(4)(3)/21-
Nature of Work	Out-Sourcing of Mess-Cum-Canteen facilities for the student Mess situated at Dining Hall-A of AIIMS-Bilaspur
Date of Publishing of RFP	07.10.2021
RFP Document download start date / RFP Document availability date	07.10.2021
RFP Document availability last date	27.10.2021
Proposal Submission Start Date	15.10.2021
Proposal Submission End Date	28.10.2021 till 14:00 hours
Date of opening of the proposal	28.10.2021 on 15:30 hours
Proposal documents can be obtained from:	Administrative Block, AIIMS-Bilaspur
Proposal Submission Mode & Place	Proposal to be submitted by Post/Courier/hand-dropped in Tender Box kept at the office of Deputy Director (Administration), AIIMS-Bilaspur
Place of Opening of Proposal	Conference Hall of Administrative Block, AIIMS-Bilaspur H.P.
Period of Contract	For One Year from the date of signing the contract. Extendable maximum upto Two more Years on yearly basis, subject to satisfactory performance as assessed by the Mess Committee.
Mobilization Period	All India Institute of Medical Sciences, Bilaspur will allow 7-days' time from the date of signing of the contract for mobilization of resources to start the Mess-Cum-Canteen Services.
Tender Form Fee	Rs 1000/-
Earnest Money Deposit (EMD)	Rs. 20,000/- (Rupees Twenty Thousand only)
<p>Note: Interested Applicants are requested to visit the All-India Institute of Medical Sciences, Bilaspur at Kothipura-174001 with prior appointment/permission from the authorized officer, to understand the work requirement before submitting the proposal. Applicants are requested to visit the website of All India Institute of Medical Sciences, Bilaspur for any clarification/corrigendum/addendum to this RFP till the due date.</p> <p>Any correspondence for any clarification should be addressed to the Authorized Officer; contact details of the authorized officer are as under:</p> <p>Email : <a href="mailto:establishment.aiimsbilaspur@gmail.com">establishment.aiimsbilaspur@gmail.com</a></p> <p>Website: <a href="http://www.aiimsbilaspur.edu.in">www.aiimsbilaspur.edu.in</a> Contact No.: 01978-292575</p>	

**CHAPTER - II**  
**DEFINITIONS**

Unless otherwise specified, the following definitions shall apply to the terms used in this RFP:

1. **“Request for Proposal (RFP)”** means Request for Proposal prepared by the All-India Institute of Medical Sciences, Bilaspur Himachal Pradesh to select a service provider for out-sourcing of Mess-Cum-Canteen facilities for the Mess situated at Dining Hall-A of AIIMS-Bilaspur and any other documents provided or issued during the selection of an applicant.
2. **“RFP Process”** means the entire selection process comprising the issue of Notice Inviting Tender to Signing of contract in response to RFP.
3. **“All India Institute of Medical Sciences, Bilaspur H.P.”** may be referred to as “the Institute” also in this RFP and is represented by the Executive Director of AIIMS-Bilaspur, Himachal Pradesh.
4. **“Contract / Agreement / Contract Agreement / Master Services Agreement”** means the Agreement to be signed between the successful applicant and the Institute, including all attachments, appendices, documents incorporated by reference thereto together with any subsequent modifications, to this RFP, the acceptance and all related correspondence, clarifications and presentations.
5. **“Applicant”** means the party who will be offering the equipment(s), goods, service(s), and /or materials as required in the RFP. The word applicant when used in the pre-award period shall be synonymous with parties submitting proposals against this RFP, and when used after the award of the Contract shall mean the successful party with whom the Institute signs the agreement as per the ‘Terms & Conditions and ‘Scope of Work’ as stipulated in this RFP.
6. **“Proposal”** means the application made by the applicant along with all the necessary documents.
7. **“SP or Service Provider”** means the applicant who has been selected to execute the given scope of work under this RFP.
8. **“Food Service Area”** means serving of food in designated Mess-Cum-Canteen or Dining Hall-A or residential or office or functional hospital area or other premises duly approved by the Mess Committee of AIIMS-Bilaspur and any other Floor/Premises that may be communicated from time to time.
9. **“LOI”** means the letter of intent issued by the Institute to the applicant who has been selected as ‘Service Provider’ towards the award of contract.
10. **“Stale Food”** means food which is no longer fresh and edible with unacceptable sensorial properties like color, flavor and texture. The common signs of stale food are poor smell, discolored patches, hardening or becoming firm to touch. The common signs of deterioration of fresh meat are unpleasant smell, discoloration, loss of firmness or elasticity (meat becoming soft and slimy). Stale fish becomes darker in color and rapidly separates from bones.
11. **“Mess Committee”** means the committee constituted by the Executive Director, All-India Institute of Medical Sciences, Bilaspur, H.P. for supervising day to day activities of the mess/canteen in the AIIMS Bilaspur.

**Disclaimer:**

1. In case of any conflict between the provisions stipulated in this RFP and the prevailing laws, the provisions contained in the extant law and the original instructions (such as General Financial Rules 2017) shall prevail.
2. In the event of conflicting conditions are found in any of the documents forming part of this RFP/Contract, the All-India Institute of Medical Sciences, Bilaspur, H.P. shall clarify the intended condition and the same shall prevail.

Date:

Place:

*Read and accepted.*

*Signature and stamp of*

*Applicant or Authorized Signatory*

**CHAPTER – III**

**INVITATION TO PROPOSALS**

1. The All-India Institute of Medical Sciences, Bilaspur H.P. invites proposals to select service provider, fulfilling the prescribed minimum eligibility criteria, for running of the Mess-Cum-Canteen facilities and serving of food within the defined 'Food Service Area' on every day of the week (Monday to Sunday) for the contract period commencing from 01-12-2021 to 30-11-2022.
2. The above said Mess-Cum-Canteen facilities are to be used by the staff members and students of the All-India Institute of Medical Sciences, Bilaspur H.P., and for the authorized visitors to the All-India Institute of Medical Sciences, Bilaspur H.P. The All-India Institute of Medical Sciences, Bilaspur H.P. shall not guarantee any minimum order quantity.
3. The prescribed work of running of Mess-Cum-Canteen facilities is a unit (item/service) rate-based contract. The Applicant has to abide by the rate fixed by the Institute of different items/services to be provided in Mess/canteen/catering services as per Schedule-A to this RFP. The Applicant has also to abide by the quality/standards/specifications of raw materials/food items/consumables etc. as per Schedule-B to this RFP.
4. Proposal Documents can be obtained from the Administrative Block of AIIMS-Bilaspur or can be downloaded from [www.aiimsbilaspur.edu.in](http://www.aiimsbilaspur.edu.in)
5. The sealed proposal completed in all respect shall be submitted by Post/Courier/hand-dropped in the tender box kept at the Administrative Block of AIIMS-Bilaspur (First Floor) not later than 14:00 hours on 28<sup>th</sup> day of October, 2021 along with covering letter as per Form-A.
6. Proposals (complete in all respect) received along with Earnest Money Deposit (EMD) will be opened as per stipulated time and date indicated in the RFP in the presence of applicant/authorized representative of the applicant, who has quoted and choose to be present for proposal opening process. Such bidders are requested to report not later than 15:00 hours on the specified date i.e. 28.10.2021. The representative of the bidder should come with the Govt. ID Proof and a valid authorization letter from the Bidding Agency. Proposals received without EMD will be rejected straightaway.
7. A duly constituted Tender Committee will evaluate the eligibility criteria of applicants, and also will select a successful applicant for awarding the contract as per selection/evaluation criteria prescribed in this behalf.
8. After determining the successful applicant, the Institute shall issue a Letter of Intent (LOI) in duplicate to the successful applicant who will return one copy to the Institute duly acknowledged, accepted, and signed by the authorized signatory of the successful applicant, within seven (07) days of receipt of the same.
9. The successful applicant, after receiving the letter of intent (LOI), shall enter into an agreement with the Institute, which will be governed by the terms and conditions & scope of work given in the RFP, within fifteen (15) days of acceptance of LOI.
10. The successful applicant, after entering into the agreement with the Institute, shall start rendering the services w.e.f. 01-12-2021.
11. The All-India Institute of Medical Sciences, Bilaspur H.P. reserves the right to accept or reject any proposal and to annul the tender process at any time, without incurring any liability to the affected Applicant(s).

Date:

Place:

*Read and accepted.*  
*Signature and stamp of*  
*Applicant or Authorized Signatory*

**CHAPTER - IV**  
**ELIGIBILITY CRITERIA**

Proposals not complying with the 'Eligibility criteria' and/or not accompanying the required documents in prescribed form and manner are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria:

1. **Experience:** The Applicant should have sufficient experience of running the Mess/canteen & Catering services.
  - a) The Applicant should have a minimum of two years experience in providing canteen/catering services to any Government/PSU/MNCs/Large Private Corporate (Fortune India 500 Lists Companies)/UGC recognized Universities. Applicants with working experience in educational institutes (AIIMS/NIT/IIT/IIM/Medical College with at least 500 beds capacity/Universities/Boarding Schools with 500 & above intake/Any Institute of national importance or equivalent) will be given preference as enumerated in the selection criteria.
  - b) To count the year of experience, contracts of contract size minimum of 150 persons per day, duly completed on regular basis shall only be considered.
  - c) The applicant should have completed/executed at least two contracts of prescribed size for a period not less than 1 year (without any break), during the last five years.
  - d) The Applicant should have a minimum of one currently running Mess/Canteen/Catering contract.
  - e) Applicant has to submit good standing & satisfactory performance from the previous works executed.
  
2. **Turnover Criteria:**
  - a) The Average Annual Turnover of the Applicant for the last two out of five financial years i.e., 2015-16 to 2020-21, should not be less than **Rs. Fifty (50) Lakhs exclusively** from the Mess/Canteen & catering services.
  - b) The Applicant should be an Income-tax assessee and should have filed tax return of income for the last 3 assessment years, i.e. for the Assessment Years 2018-19, 2019-20, and 2020-21.
  - c) The Applicant should have his books of account (including Balance Sheet and Profit & Loss Account) audited/maintained for the last 3 financial years, i.e. Financial Years 2018-19, 2019-20 and 2020-21.
  
3. **Licenses/Registration:** The Applicant should have all necessary licenses/registration for running Mess/canteen/catering services issued by the appropriate authority under Central/State Government/Local Bodies' rules & regulations, such as:
  - a) The Applicant should have valid Labour License/ Food License / Registration issued by the Competent Govt. Authority for executing the Mess/Canteen Contract.
  - b) The Applicant should have Certificate of Registration from Registrar of Companies or Registrar of Firms in case entity is other than natural person.
  - c) The Applicant should be registered under Goods and Services Tax.
  - d) Any other applicable license related to the work performance area.
  
4. **Earnest Money Deposit:**
  - a) The Applicant is required to submit an Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees twenty thousand only) in the form of a Bank Guarantee/FDR drawn in favor of **Executive Director, AIIMS-Bilaspur**, payable at Bilaspur, along with his proposal. EMD submitted in any other form will be rejected.
  - b) The EMD is to remain valid for 90 days beyond the proposal validity period (The proposal validity period is 120 days from the opening date of the proposal). In case the Tender Process takes longer than 90 days beyond the proposal validity period, the successful Applicant will submit a fresh EMD of Rs. 20,000/- (Rupees twenty thousand only) before the expiry of the earlier instrument through which the EMD was furnished.
  - c) Applicant exempted from the submission of EMD, etc. as per Govt. of India (GOI) directives must submit a certified copy of GOI's authority for such exemption in



- place of EMD, along with his proposal documents. Non-submission of Exemption Certificate will lead to disqualification of the proposal.
- d) EMD of unsuccessful Applicants will be returned to him within 15 days of the completion of the proposal evaluation process. However, no interest shall be paid on the EMD by the Institute.
- e) EMD of an Applicant will be forfeited, if the Applicant withdraws or amends its proposal or impairs or derogates from the proposal in any respect within the period of validity of its proposal i.e. 120 days from the opening date of the proposal.
- f) EMD of the successful applicant shall be liable to be forfeited if he does not fulfill any of the following conditions:
- i) An agreement is not signed within 15 days of the receipt of the Letter of Intent.
- ii) The Successful Applicant does not commence Mess-Cum-Canteen services from the stipulated date.
5. **Security Deposit (applicable only to successful Applicant):**
- a) The successful Applicant shall be required to furnish Bank Guarantee through a public-sector bank or a private sector bank authorized to conduct government business for a sum of Rs. 5,00,000/- (Rupees Five Lakhs only) on account of Performance Security within 15 days of receipt of Letter of Intent. The Performance Bank Guarantee will be valid up to 60 days beyond the completion date of the contract.
- b) After submission of the bank guarantee, the EMD shall be returned to the successful Applicant.
- c) The Performance Bank Guarantee will be encashed to the extent of any financial liabilities, which the Service Provider owes to All India Institute of Medical Sciences, Bilaspur H.P. for violation of any terms and conditions of the contract. If the financial liabilities are more than the Performance Bank Guarantee, the Service Provider will be legally bound to pay the balance liability within 15 days, from the date of issuance of notice of demand by the Institute. In case of delay 10% interest will have to be paid in addition.
- d) Failure to adhere to the period of the commencement of services shall lead to the forfeiture of the Performance Guarantee.
6. The Applicant should not have violated any provisions under any law of Central/State Government applicable to him or convicted under any laws of State relating to the running of Mess/Canteen services.
7. If the Applicant does not meet any of the above requirements, his proposal will be rejected summarily. No request shall be entertained for reconsideration.

*Date:*

*Place:*

*Read and accepted.  
Signature and stamp of Applicant or  
Authorized Signatory*

**CHAPTER-V**  
**INSTRUCTIONS TO APPLICANTS**

The Applicants are requested to submit their proposal, as per prescribed instructions, as under:

1. **Required Documents:** The proposal submitted by the Applicant shall include the following documents:
  - a) Covering letter as per **Form-A**
  - b) Applicant's contact detail particulars as per **Annexure-A**.
  - c) Details of Previous Contracts as per **Annexure-B**, along with supporting copies of work orders issued by the concerned organization.
  - d) Details/particulars of satisfaction grading given by concerned organization as per **Annexure-C**, along with self-certified copies of satisfactory Performance Certificate issued by the respective organization.
  - e) Details/particulars of Annual Turnover exclusively from Mess/canteen & catering service activities, as per **Annexure-D**.
  - f) Declaration as per **Annexure-E** to substantiate average turnover of Rs. Fifty (50) Lakhs exclusively from Mess/Canteen & Catering service activities during the two out of five Financial Years 2015-16 to 2020-21.
  - g) Income-tax returns for the last 3 assessment years, i.e. Assessment years 2018-19, 2019-20, and 2020-21.
  - h) Balance Sheet and Profit & Loss account for the last 3 financial years, i.e. Financial Years 2017-18, 2018-19, and 2019-20.
  - i) True Certified Copies of License/registration certificates as specified in Eligibility Criteria Chapter (Chapter-IV) above.
  - j) Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty thousand only) as specified to be furnished in the form of Bank Guarantee/FDR drawn in favor of **Executive Director, AIIMS-Bilaspur**, payable at Bilaspur H.P.
  - k) Proforma of Integrity Pact, duly signed by the Applicant as per **Annexure-F**.
  - l) Proforma of Indemnity Bond, duly signed by the Applicant as per **Annexure-G**.
  - m) Undertaking by the Applicant in **Annexure-H**, as per Rule 151 of GFR 2017, that the Applicant has not been debarred due to conviction of an offense under the Prevention of Corruption Act, 1988; or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract during the last 3 years. The Applicant or successor of the Applicant, if debarred under the Prevention of Corruption Act, 1988, shall also declare that it would not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.
  - n) Declaration of compliance to RFP as per **Annexure-I**.
  - o) Letter of Authorization, in duplicate, for attending the opening of Proposal as per **Annexure- J**. One copy shall be submitted before the opening of the Proposal.
  - p) Checklist, as per **Annexure-M**, along with the proposal, for all the documents, certificates, etc. to be furnished for Proposal as per points 1(a) to 1(n) above.
  
2. **Other Procedural Requirements for Submissions of Proposal Documents:**
  - a) The Proposal document filled by the Applicant shall be in the printed/typed form only.
  - b) The Proposal documents must be properly bound/stitched/securely stapled.
  - c) The documents must be page numbered and a proper index of documents must be placed.
  - d) The Applicants should mark/highlight all the relevant dates of validity of the certificates and corresponding page numbers should be mentioned explicitly in the checklist.
  - e) Each page of the Proposal and documents attached/enclosed with the Proposal must be signed and stamped. The Applicant shall sign its proposal with the exact name of the concern to which the contract is to be awarded.

- f) Each Applicant shall submit only one proposal either by itself or as a partner in a joint venture or as a member of a consortium. If an Applicant or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one proposal, the proposals are liable to be rejected as per Competition Act 2002 (Amendment 2007, 2009).

### 3. **Sealing and Marking of Proposal:**

The tender can be submitted on all days except Sundays. The due date and time for the submission of the tender is on or before 28.10.2021 up to 14:00 Hrs.

#### ***Two-bid System:***

The offers/bids should be submitted under the two-bid system, i.e., Technical bid and financial bid. The following documents are required to be submitted in response to the tender notice.

- **Technical Bid** should consist of all the details as specified in the Chapters. *There should be no cost indication whatsoever in the Technical Bid.* If mentioned, the tender becomes INVALID.
  - **Envelope 1** containing a covering letter and the EMD for Rs.20,000 (Twenty Thousand only) vide Bank Guarantee/FDR (Duly Pledged) favoring “Executive Director, AIIMS Bilaspur”, payable at Bilaspur H.P. is to be placed and sealed. This envelope shall be super-scribed as “EMD”.
  - **Envelope 2** containing signed documents of Tender Chapters with Schedules & Annexures are to be placed and sealed. This envelope shall be super-scribed as “Tender Schedule and Annexure”.
  - **Envelope 3** shall contain the Price bid as per **Annexure-K** indicating the details of the rate for each item the service providers are willing to quote and operate with for the entire tender period. This envelope should be sealed and super-scribed as “**Price Bid**”.
  - All the above three envelopes, namely, Envelopes 1, 2 and 3, must be placed in a **larger envelope**, sealed and submitted on or before the due date and time. The larger outer envelope, shall be super-scribed as “Tender for Providing Mess/Canteen Services for AIIMS Bilaspur Dining Hall-A.”
- The RFP – Chapter-II on Definitions, Chapter-III on Invitations to Proposal, Chapter-IV on Eligibility Criteria, Chapter-V on Instruction to Applicants, Chapter-VI on Terms & Conditions, Chapter-VII on Scope of Work along with Schedules A & B, and Chapter-VIII on Proposal Evaluation, constitute an integral part of Proposal and shall be duly signed and stamped and returned with the proposal document to be submitted before the Institute.
  - The Applicant’s name, telephone number, Email Id, and complete mailing address shall be indicated on the outer cover of the envelope.
  - If the envelope containing proposal documents is not sealed and marked as required, the Institute shall assume no responsibility for the proposal’s misplacement or premature opening.
  - The Applicants should drop their proposals in the ‘Tender Box’ kept in Room No. 05, Office of Deputy Director (Administration) of AIIMS-Bilaspur, 174001, by 14:00 hrs on 28<sup>th</sup> Day of October 2021 by post/courier/hand drop. Proposal sent through fax/email shall not be accepted.

### 4. **Correctness & Completeness of Proposal Documents:**

- a) All entries in the proposal should be legible and filled in clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No corrections including overwriting, overtyping, erasing, or striking out will be permitted in the Proposal. In such cases, the proposal shall be summarily rejected.
- b) The Applicants are expected to examine all instructions, forms, terms & conditions, the scope of work, and specifications in the proposal document. Failure to furnish specified documents/information/non-compliance to any of the specified terms & conditions or submission of a proposal not substantially conforming to the proposal

document in every respect will result in rejection of the proposal at the eligibility criteria evaluation stage.

- c) Before the submission of Proposal documents, the Applicant/authorized representative may visit the 'Food service area' at the All India Institute of Medical Sciences, Bilaspur H.P. to understand the work requirement, at his own cost and under prior intimation to the designated officer. This is necessary to enable the Applicant to gather all the information, to prepare the proposal accurately after taking into consideration all the relevant factors. Submission of the proposal documents/proposal will, therefore, be considered as meeting the requirements of Applicant having fully read and understood the RFP and the scope of work prescribed therein.
- d) Incomplete, incorrect, and conditional proposals will be summarily rejected.
- e) Furnishing of any false information/fabricated document, falsification of information in any form, or any discrepancy in respect of the details/information provided in the Proposal documents and/or checklist with that of documents enclosed in the technical proposal would lead to rejection of the proposal at any stage besides liabilities towards prosecution/other penal action under appropriate laws.

**5. Deadline for Submission of Proposals:**

- a) Proposals must be received by the Institute at the address specified not later than the time and date specified in Notice Inviting Tender. In the event of the specified date for the submission of Proposals being declared a holiday for the Institute, the Proposals will be received up to the given time on the next working day.
- b) The Institute may, at its discretion, extend the deadline for submission of proposals which will be binding on all the Applicants.
- c) Any proposal received by the Institute after the deadline for submission of proposals will be rejected and will not be opened.

**6. Modifications and Withdrawal of Proposals:**

- a) No modification or substitution of the submitted proposals shall be allowed. No Applicants will be allowed to withdraw after submission of proposals; otherwise, the EMD submitted by the Applicant will be forfeited. However, modifications & withdrawal of Proposal/Proposal Documents may be allowed in certain specified conditions viz. in pursuance of any modification/clarification issued by the Government of India materially affecting the scope of work, terms & conditions of the contract.
- b) In case any modification is made or any clarification is issued by the Institute which materially affects the terms and conditions contained in the RFP, the Institute shall publish or communicate such modification or clarification in the same manner as the publication or communication of the initial RFP was made.
- c) In case a clarification or modification is issued to the RFP, the Institute shall, before the last date for submission of proposals, extend such time-limit, if, in its opinion, more time is required by Applicants to take into account the clarification or modification, as the case may be, while submitting their proposals.
- d) Any Applicant who has submitted his proposal in response to the original invitation shall have the opportunity to modify or re-submit it, as the case may be, or withdraw such proposal in case the modification to RFP materially affects the essential terms of the contract, within the period initially allotted or such extended time as may be allowed for submission of proposals, after the modifications are made to the RFP by the Institute and the proposal last submitted or the proposal as modified by the Applicant shall be considered for evaluation accordingly.
- e) No modification, substitution, or alteration in pursuance of modification/clarification issued by the Institute shall be permitted to the Applicant after the expiry of the deadline/extended time limit for receipt of proposals.
- f) In case of permitted withdrawal of the proposal, the Applicant shall produce withdrawal notice in Original only and each page of the notice shall be signed and stamped by authorized signatories.

**7. Requests for Information:**

- a) Applicants are required to direct all communications related to RFP to the designated Contact person i.e. Deputy Director (Administration), AIIMS-Bilaspur-174001.
  - b) All queries relating to the Proposal, technical or otherwise, must be in writing only to the designated contact person. The Institute will not answer any communication initiated by Applicants after the pre-bid meeting.
  - c) If the Institute, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then the Institute reserves the right to communicate such response to all Applicants.
8. **Validity of Proposals:** Proposals shall remain valid for 120 days after the date of proposal opening prescribed by the Institute. A proposal valid for a shorter period shall be rejected by the Institute as non-responsive.
9. **Non-Transferability:** The Proposal document/proposal is non-transferable.
10. The Institute reserves the right to reject the proposal having deviations from the prescribed terms and conditions and also without assigning any reason thereof. The Institute also reserves the right to retain proposals once submitted. In case of any dispute, the decision of the Institute shall be final and binding.

*Note: -*

- (i) *Corrigendum, if any issued for the RFP shall form part of the RFP. Corrigendum will be posted on the institute's website: [www.aiimsbilaspur.edu.in](http://www.aiimsbilaspur.edu.in). Hence, Applicants are requested to visit the website regularly and note the corrigendum/amendments to the RFP without fail and submit the offer accordingly. The Institute is not responsible for the ignorance of corrigendum.*
- (ii) *It must be noted that after the last date of receipt of RFPs, no query will be entertained.*

*Date:*

*Place:*

*Read and accepted.  
Signature and stamp of  
Applicant or Authorized Signatory*

**CHAPTER-VI**

**TERMS & CONDITIONS**

**1. Debarment from RFP Process:**

a) **An Applicant shall be debarred if he is involved in any of the fraud & corrupt practices as below:**

- i) The Applicant and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the RFP Process. Notwithstanding anything to the contrary contained herein, the Institute may reject a proposal without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the RFP Process.
- ii) Without prejudice to the rights of the Institute under Clause 1(a)(i) above, if an Applicant is found by the Institute to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the RFP Process, such Applicant shall not be eligible to participate in any tender issued by the Institute during 2 (two) years from the date such Applicant is found by the Institute to have directly or indirectly indulge in fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
- iii) During the entire RFP process, the currency of contract or after completion/termination of the contract, if it comes to the notice of the Institute that the Applicant has engaged itself in any act of Fraud and/or Corrupt Practices, the Institute after giving a reasonable opportunity of being heard, comes to the conclusion that an Applicant or prospective Applicant, was indulged itself in such practices, may take appropriate measures as per applicable laws.
- iv) For this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- I. **“Corrupt practice”** means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (II) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority about any matter concerning the Project;
- II. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process;
- III. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- IV. **“Undesirable practice”** means (I) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (II) having a Conflict of Interest; and
- V. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicant to restricting or manipulate a full and fair competition in the Bidding Process;

b) An Applicant shall be debarred if he has been convicted of an offense:-

- i) Under the Prevention of Corruption Act, 1988; or The Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of the contract.
- ii) An Applicant or any successor of the Applicant covered under clause 1(b) above shall not be eligible to participate in the proposal process of the Institute for a period not exceeding 2 years commencing from the date of debarment.
- iii) The Institute may debar an Applicant or any of its successors, from participating in

any procurement process undertaken by it, for a period not exceeding 2 years, if it determines that the Applicant has breached the code of integrity.

**2. Eligibility Criteria for Workmen or Personnel to be employed/engaged by the Service Provider:**

- a) The Service Provider will, before the commencement of the operation of contract, make available the list of all the workmen and personnel who will be deployed at the AIIMS-Bilaspur Premises for running the Mess-Cum-Canteen; the Service Provider will furnish their proof of photo identity, present and permanent address, education qualification details, specimen signature, and two passport size photographs. These details should be furnished within 5 working days from the date of signing of the contract and then, immediately on every change.
- b) The workmen or personnel engaged by the Service Provider should have their antecedents verified from the local police station at the instance of the Service Provider and the same should be submitted within 30 days from the date of signing of a contract without fail.
- c) The Service provider shall make arrangements for medical examination at their own cost of mess/canteen workers (Food handlers) and submit a certificate on half yearly basis to the effect that all his/her workers handling food are not suffering from any contagious diseases. These certificates are to be submitted to the Mess Committee.
- d) The minimum age of the mess/canteen and catering personnel shall not be less than 18 years as of 30.11.2021 and the maximum age shall not be more than 60 years as on 30.11.2021

**3. Duties /Liabilities/Responsibilities of the Service Provider:**

- a) **Responsibility towards providing safe, hygienic and good quality food and snack to the students and staff of the institute:**
  - i) The contractor shall procure all food and other items to be sold in the canteen of good quality to the satisfaction of the Canteen/Mess Committee constituted by the Institute. The Canteen/Mess Committee shall have the right to change any brand of material supplied/used for cooking, provided the cost of the same does not exceed the cost of specified brand.
  - ii) The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served and the stale is not recycled. Stale food shall be removed from Canteen premises as soon as possible. Un-refrigerated cooked food, not consumed within three hours in summer months and six hours in winter months, shall deemed to be stale and unfit for consumption.
  - iii) The food preparation shall be wholesome and shall generally cater to the preference and taste of the students/staff.
  - iv) The oil that remains from deep frying at the end of the day shall have to be disposed off and shall not be recycled for the purpose of cooking again.
  - v) The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard.
  - vi) The utensils shall have to be maintained sparkling clean at all time.
  - vii) All utensils shall be sterilized each morning before serving any item.
  - viii) The contractor shall pay special attention to maintain the Canteen neat and tidy at all times. For this purpose, the Canteen shall be cleaned thoroughly after each meal regularly by the employees of the contractor.
  - ix) The contractor shall ensure that only hot food is served to the students/employees. Complaint, if any, in this regard shall be viewed seriously.
  - x) The contractor shall ensure that sufficient man power is deployed at all times for preparation and serving each meal including cleaning, washing and overall upkeep of Canteen assets and premises.

- xi) The contractor shall also ensure proper room services for the AIIMS Bilaspur’s officials as and when required.
- xii) The contractor should supply the items at the rates fixed on finalization of tender for the mess and canteen services. The Approved rate list shall be displayed at AIIMS, Bilaspur canteen and pantry sites.
- xiii) The contractor should also follow the brand of raw material as listed in Schedule B

**b) Responsibility towards workmen/personnel of Service Provider**

- i) The Service Provider shall be responsible for engaging an adequate number of trained/semi-trained manpower required for providing mess-cum-canteen services in the premises at his own cost.
- ii) The minimum number of workmen to be employed under different categories is as under:

<b>Staff category</b>	<b>Min. Number</b>	<b>Dress Code</b>	<b>Additional staff to be added</b>
Manager	1	Formal Shirt and Trousers	1 additional for every 500 footfall
Cook	2	White long apron with front closing	1 additional for every 500 footfall
Kitchen Assistants	1	White long apron with front closing	1 additional for every 100 footfall
Server	2	White long apron with front closing	1 additional for every 50 footfall
Cleaner & Washer	2	Blue shirt and pajamas	1 additional for every 100 footfall

The Mess Committee reserves the right to order for additional staff if the services are inadequate. For any additional strength of mess members, the minimum staff required to be employed per shift should be increased proportionately. Details of staff employed by the Service provider, under each category should be maintained in the standard format and should be available for inspection by the Mess Committee. In addition, for smooth running of the mess, a complaint register should be made available with the Mess Manager of the Service provider. Mobile phone number of the Mess Manager on duty should be displayed in the dining hall.

- iii) The Service Provider shall ensure that either he or his representative is available for proper administration and supervision at the site to the entire satisfaction of the Institute.
- iv) The workers employed by the Service Provider shall be directly under the supervision, control, and employment of the Service Provider. The Institute shall have no obligation to control/supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against the Institute for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Service Provider, against any temporary or permanent posts in the AIIMS-Bilaspur H.P. The Institute shall not recognize any employee-employer relationship with any of the workmen or personnel engaged by the Service Provider.
- v) The Service Provider shall be solely responsible either for any injury, damage, accident to the workman employed by him or for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of his workers.
- vi) All workmen engaged by the Service Provider should be comprehensively insured for accidents and injuries by the Service Provider at his cost.
- vii) The Service Provider shall keep & maintain a First-Aid Box containing sterile gauze pads ,



- adhesive tape, Band-aids, elastic bandage, scissors, forceps, antiseptic wipes, antibiotic ointment and antiseptic solutions in the mess/canteen premises.
- viii) The Service Provider shall fulfill all statutory requirements about minimum wages and other statutory benefits like ESI, EPF, MWA, etc., and proper account of payments including minimum wages being made to his workers. The Service Provider shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the Institute against all such liabilities, which may likely arise out of his failure to fulfill such statutory obligations.
  - ix) The Service Provider shall alone decide and be responsible for the leave or absence of the mess/canteen and catering personnel and the Institute shall not in any way be responsible for sanction of leave, etc. to the canteen and catering personnel. However, such leave/absence of mess/canteen and catering personnel should in no way affect the proper running of mess-cum-canteen and catering services as prescribed in the RFP.
  - x) The Service Provider should provide proper Uniform, Identity card, head caps, hand gloves, aprons, etc. to the canteen and catering personnel. Persons without valid ID shall not be permitted to enter AIIMS, Bilaspur campus.
  - xi) The transportation of the workmen or personnel engaged by the Service Provider from their place of residence etc. to the Institute's Premises shall be the responsibility of the Service Provider. No transportation shall be provided by the Institute.
  - xii) No accommodation will be provided in the Institute's Premises for the workers and the Service Provider shall make its own arrangements.
  - xiii) The food and beverages arrangements for mess/canteen and catering personnel shall be the responsibility of the Service Provider.
  - xiv) The Service Provider shall ensure proper discipline among his workers and further ensure that they do not indulge in any unlawful activity. If any such incident comes to the notice of AIIMS Bilaspur, the contract shall stand terminated without any notice period.
  - xv) The canteen and catering personnel engaged by the Service Provider shall not accept any gratitude or reward in any form.
  - xvi) The Service Provider shall ensure that the mess/canteen and catering personnel shall not take part in any staff union and association activities at the Premises of the Institute.
  - xvii) The Service Provider shall ensure that the canteen and catering personnel employed by him shall not be used for other work/job orders for any third party.
  - xviii) Employment of child labor is strictly prohibited under the law. Therefore, the Service Provider will not employ any child.
  - xix) The Service Provider shall ensure that its personnel shall not at any time, without the consent of the Institute in writing, divulge or make known any information about the affairs of the Institute. Any violation will lead to immediate termination of the contract, with forfeiture of Performance Bank Guarantee and/or other action as per law.
  - xx) The Manager appointed by the Service Provider shall report to the Mess Committee of the Institute at least once a week for the purpose of briefing/debriefing. He must carry out checking for the proper functioning of mess-cum-canteen and catering services on a regular basis as instructed by the Mess Committee of the Institute. The Institute will not be liable for any payments for this arrangement and the cost of such arrangement shall be borne entirely by the Service Provider.
  - xxi) The Institute or its Mess Committee shall have the right to ask for immediate replacement of any person or personnel of the Service Provider, who is not found to be competent and orderly or fit in any manner in the discharge of his duty.
  - xxii) The Service Provider and the personnel engaged by the Service Provider will follow the entry and exit procedures of the Institute as may be determined by the Mess Committee from time to time.
  - xxiii) In case of emergency, the services of mess/canteen and catering personnel may be utilized for other work also as per the requirement of the Institute.

**c) Responsibility towards supply / maintenance of stock of materials / consumables etc.**

- i) The Service Provider will supply/use raw materials/consumables as per the brand specification provided in schedule-B (BIS/Agmark quality only) at his own cost. The Service Provider may supply/use the raw materials/consumables of superior brand/quality as compared to the specified brands/quality. However, the superiority of brands shall be strictly in terms of the decision of the Mess Committee of the Institute, and without any price change/addition to rate fixed by the Institute of different items as per Schedule-A to the RFP.
- ii) The Institute reserves the right to check the quality in any approved laboratory at any time. In case the material/stuff is found to be of substandard quality the Institute reserves the right to impose a penalty on the service provider with an assurance of proper quality standard by them, and in case of repeated instances of substandard quality, even terminate the contract by giving a notice of three months.
- iii) Apart from the Infrastructure facilities to be provided by the Institute (as existing), the Service Provider shall bring his tools, appliances, equipment, utensils, plates, jugs, etc., in sufficient regular quantity as needed to maintain the mess/canteen services.
- iv) The Appliances/Equipment and Consumables required for mess/canteen and catering services shall be stored at the space as provided by the Institute. However, safety and security of the Appliances/Equipment and consumables from theft, breakage, pilferage, damage, or loss due to any reason(s)/unforeseen circumstances shall be the sole responsibility of the Service Provider.

**d) Statutory Obligations of the Service Provider**

- i) The Service Provider shall obtain a license under the Contract Labour (Abolition and Regulation) Act 1970 and all other requisite licenses at his own cost from the appropriate authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contract Labour Act and the Rules framed thereunder, and all such other provisions of laws in any enactment or otherwise laid down by authority from time to time, it being clearly understood and agreed that the entire responsibility for compliance thereof shall always be of the Service Provider. The Service Provider shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the mess/canteen during canteen working hours. Appropriate documents/Certificates issued from appropriate authorities should be enclosed to support this.
- ii) The Service Provider shall also comply with all other acts and rules including Food License / Weight and Measurement Certification etc. which apply to him or made applicable to him in the future and shall maintain all such records as required under these Acts & Rules.
- iii) The Service Provider shall ensure compliance with all laws relating to cleanliness, sanitary, hygienic, and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.

**e) Safety Regulations:**

- i) The Service Provider has to comply with all safety regulations as applicable by the Government of India, State Legislations, Local Body Rules & regulations required for the execution of the mess/canteen contract. The service provider to indemnify the Institute for any loss due to non-compliance to any of the safety regulations.
- ii) The Service Provider shall make himself fully aware of the specific Fire & safety regulations and all other rules. He / She should comply with all of these rules at all times. Any deviation from the standard norms shall invite penalty as decided by the Mess Committee.

**f) Other Responsibilities**

- i) All work shall be carried out with due regard to the convenience of the Institute. The orders of the concerned authority shall be strictly observed.
  - ii) In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment, appliances, etc. (supplied by the Institute/property of the Institute) shall be immediately brought to the notice of the Mess Committee. If, after inquiry, it is found that the loss has occurred due to the negligence, any act of omission or commission, whether intentional or otherwise, of the mess/canteen and catering personnel on duty, the Institute will have full power to recover the loss in full from the Service Provider and terminate the contract itself with forfeiture of Performance Guarantee.
  - iii) In case of minor faults in fixture and/or fittings, furniture, equipments, appliances etc. (supplied by the Institute/property of the Institute), the Service Provider should inform the Mess Committee and on latter's approval these minor repair or replacement should be carried out immediately by the Service Provider at his own cost.
  - iv) Any liability arising out of any litigation (including those in the Consumer courts) due to any act of Service Provider's personnel shall be directly borne by the Service Provider including all expenses/fines. The Service Provider / Service Provider's personnel shall attend the Court, as and when required, in the said matter.
  - v) If the Service Provider is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Institute for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign.
  - vi) Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the Institute's Premises. Any breach of such restrictions by the Service Provider will attract deterrent action against him as per statutory norms. It shall also result in forfeiture of the Performance Guarantee and termination of the contract without any notice period.
  - vii) The Service Provider shall not make any alterations or additions to the space provided in the Premises for cooking, catering, and storage purposes. Any such activity shall invite penalty as decided by the Mess Committee and may even result in termination of the contract without any notice period.
  - viii) The Service Provider shall not use the mess/canteen Premises for any other activity except for the purpose for which it has been provided for. Any such activity shall invite penalty as decided by the Mess Committee and may even result in termination of the contract without any notice period.
4. **Indemnity:**
- a) The successful Applicant, within 10 working days of the award of the contract, shall indemnify the Institute against any claim which could arise under the Workmen's Compensation Act, 1953 and/or under any statutory notification thereof or any of the labour laws or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained, to lay off the workmen or personnel engaged by the Service Provider or other persons whose entry into the Institute's Premises has been authorized by the Service Provider.
  - b) Service provider has to execute an indemnity bond stating that "The service provider indemnifies the AIIMS Bilaspur H.P. of any issues arising due to unhygienic preparation, personal hygiene issues and (or) storage of food, improper usage of ingredients and any such issues that may cause harm to the students due to inefficient operation".
  - c) The successful Applicant, within 10 working days of the award of the contract, shall further indemnify the Institute against any loss to the property and assets of the Institute which have been caused by negligence or unlawful activity of the workmen or personnel engaged by the Service Provider or other persons whose entry into the Institute's Premises has been authorized by the Service Provider. Decision of the Institute as to the cost of damages caused shall be final

and shall be recovered from the Service Provider.

- d) The successful Applicant, within 10 working days of the award of the contract, shall also execute an irrevocable indemnity bond in an appropriate stamp paper, as per **Annexure-G**, in favor of The Institute that they would indemnify and keep the Institute indemnified and harmless against any claims, losses, expenses which the Institute may suffer or incur as a result of breach of contract. The Service Provider shall further agree that the indemnity herein contained shall remain in full force and effect during the currency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till the Institute is satisfied that the terms and conditions of the agreement have been fully and properly carried out by the Service Provider. The Service Provider also should undertake not to revoke this indemnity during its currency of contract.
- e) The Service Provider will be responsible for the conduct of all mess/canteen and catering personnel deployed by it and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Service Provider and/or workmen/personnel engaged by the Service Provider or other persons whose entry into the Institute's Premises has been authorized by the Service Provider in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same. The Institute will not be liable for any loss or harm to any person within or outside the Institute's Premises from any act of omission or commission of any of workmen or personnel engaged by the Service Provider or other persons whose entry into the Institute's Premises has been authorized by the Service Provider in the course of providing any services stated in this contract.
- f) Without prejudice to the preceding term of contract, the Service Provider will be liable to reimburse the Institute of any cost, legal liability, penalty or fine imposed on the Institute by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the Service Provider or any of workmen or personnel engaged by the Service Provider or other persons whose entry into the Institute's Premises has been authorized by the Service Provider in the course of providing any services stated in this contract.
- g) Any change in the constitution of the appointed Service Provider shall be notified forthwith by the Service Provider in writing to the Institute and such change shall not relieve any former member of the Service Provider from any liability under the contract.
- h) The Service Provider should make himself fully acquainted with all the conditions and circumstances under which the services required under the contract will have to be provided and the terms, clauses and conditions, specifications and other details of the contract. The Service Provider shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase in rates fixed as per Schedule-A in the contract or to evade any of its obligations under the contract.

#### **5. Tenure of the Contract:**

The contract is valid initially for a period of one year commencing from the date of signing of the contract. The contract period may be extended up to maximum period of three years from the date of signing the contract on satisfactory performance as assessed by the Mess Committee. However, in order to evaluate the performance and services of the Service Provider, the contract will have a probationary period of three months. The contract for the remaining contract period will be confirmed only if the services and quality of items served by the Service Provider are found satisfactory during the probationary period.

#### **6. Mess Bill of students**

- a) Students can opt for mess off for a minimum duration of three days and maximum up to twenty days and during college summer and winter vacations. The service provider shall be responsible for ensuring that the students who are given mess off are not allowed to dine during the period of the said absence. The student opting for mess off shall have to intimate the service provider at least a day before.
- b) Service provider shall ensure that the mess bill of each student dining in the mess is generated and displayed on the notice board of the mess by 2<sup>nd</sup> of following month. Service provider then can collect the mess bills directly from the students/staff through his/her mess manager by 7<sup>th</sup> of every month.

**7. Dining of Faculty/Staff:**

Persons other than students i.e. Faculty/senior residents/junior residents/nursing officer/staff member with valid ID card of AIIMS Bilaspur can also use the services of mess/canteen being run in Dining Hall-A with prior intimation to the service provider of the meal he wants to dine. For this the bidder/mess manager has to keep a separate register to enter their daily bills. Charges in such cases shall be levied as per, per diet/person basis as quoted in the financial bid. For example if the indicated price for breakfast in the financial bid is Rs 30/person and if the said person takes only breakfast on that day, he/she shall be charged Rs 30 only on that particular day. The bill so generated for dining of main meals i.e. breakfast/lunch/evening snacks/dinner can be settled at that moment or cumulative at the end of the month.

8. There shall be review of the service performance of the service providers through regular inspection visits and meetings scheduled every month by the Mess Committee. It is mandatory that the service providers (or their official designate) should attend these meetings without fail. Based on the feedback of the Mess Committee, the Executive Director AIIMS Bilaspur will be the deciding authority with regards to the functioning of the mess. Appropriate penalty clauses will also be invoked for non-compliance of quality of service of the contract. Based on the hygiene clause, the service provider will be penalized if he fails to maintain the basic hygiene standards. Manpower, in each category with different uniforms should be made available; in their absence, the Mess Committee has the right to impose a penalty which is proportionate to the extent of the absent manpower. All recommendations made by the Mess Committee shall be notified to the service provider which should be strictly complied with. Noncompliance with menu and serving unhygienic food can result in instant monetary fine/termination of contract.
9. All payment to the contractor for the additional items on a daily basis shall be taken only through Swipe card machine/UPI. Failure to do so will invite a penalty.
10. Food cooked in the dining facility should not be served in other places outside the campus. Raw material stored in the Mess should be used exclusively for the student dining facilities in the mess facility.
11. The Price bid must include the price quoted as Daily Rate per person for menu (**Schedule-A**) with breakage of price for breakfast, lunch, evening snacks and dinner. **The quoted price(Inclusive of all central and state taxes)should not be less than Rs 110 /person/day nor should be more than Rs 140/person/day. Financial bids with quoted price of less than Rs 110/person/day and more than Rs 140/person/day would be rejected.** All prices quoted by the tenderer should be inclusive of taxes and service charges, as levied by Central and State Governments. The percentage of taxes and service charges must be clearly indicated therein.
12. In case of the default by the first successful bidder within 1 year of the start of service, AIIMS Bilaspur reserves the right to call second successful bidder in the weighted scoring system (See Section VIII for details) if he/she agrees to the term and conditions laid down with the first successful bidder.
13. Service provider shall install and provide enough no. of equipment like bread toasters, fly killers (Pesto flash), spoon and plate sterilizers, hot cases etc. for smooth and efficient functioning of the mess facilities. Service providers must not use electric chapatti / dosa plates (hot plates), induction heaters, electric rods, room heaters, rice cookers and such equipment without prior permission from the Mess Committee. Failure to comply will

attract penalty.

14. Gas Cylinder (Commercial) will be arranged by the contractor for continuing the canteen services throughout contract, no separate payment will be made by AIIMS, Bilaspur for the same. Refilling of gas cylinders including the maintenance of burners shall be the responsibility of the Contractor. On termination of the contract, the Contractor shall return to AIIMS Bilaspur items along with the canteen Furniture / Fixtures / Equipment etc. provided by AIIMS Bilaspur to Contractor.

15. **Penalty:**

- a) The Service Provider shall be liable for penalty of minimum of Rs. 1000/- (Rs. One Thousand only) up to a maximum of Rs.5,000/- (Rupees Five Thousand) per instance at the discretion of the Institute for poor / substandard services, improper upkeep /hygiene of canteen area, late /untimely functioning of canteen, non-observance to the dress code, for negligent/sleeping/drunk canteen and catering personnel, loitering in the Institute's Premises, any instance of misbehavior or indiscipline etc. and/or for non-compliance of any terms of the contract and the same shall be recoverable from the Service Provider. This applies to all the work covered in this contract. The decision of the Mess Committee in this regard shall be final and binding. For assessing the quality of food served to the staff/students, a feedback Proforma will be used which is available as **Annexure-L**
- b) Food poisoning, shall invoke a hefty fine of Rs 100,000/- (rupees one lakh) and cancellation of contract and possible blacklisting of the service provider along with other civil and criminal liability as per law.
- c) Illustrative instances of poor/sub-standard services:
1. Food if not served "Fresh" as agreed.
  2. Food is stale or smells or used from previous meals,
  3. Any insect/foreign body found in food stuff or any insect/rodent in the kitchen or dining area.
  4. Delay of 20 minutes or more in laying/serving from the laid out timings,
  5. Any deposit of fungus, worms, etc. found in food grain, storage area, cooking area,
  6. Found using Soda, Artificial Color, Flavor (except in permitted recipes), hydrogenated oil & monosodium glutamate.
  7. Frequent instances of non-availability of food to staff members of the Institute,
  8. Misbehavior from the service provider side with staff members/students of the Institute.
  9. In case visually or content wise the food served is not appealing.
  10. In case average quantity of food served to each person is less.
- d) The Service Provider shall be liable for penalty of minimum of Rs. 1000/- (Rs. One Thousand only) up to a maximum of Rs.5,000/- (Rupees Five Thousand only) per instance at the discretion of the Institute for unauthorized replacement of any of the workmen or personnel engaged by the Service Provider.
- e) In case of default in furnishing of police verification and medical/health verification certificate for workmen/personnel engaged by the Service Provider, within the stipulated period, the Service Provider shall be liable to fine/ penalty of Rs. 1000/- for each day of default in compliance. Further, in case of default beyond 60 days, the contract is liable to be cancelled and the Performance Guarantee shall be forfeited.
- f) In case of recurrent default in supply of prescribed services in quality and quantity, supply/use of substandard materials/items/consumables etc., not conforming to the RFP and refusal to perform duties, the contract shall be terminated after giving one month's notice to the Service Provider. Also, under such circumstances, performance guarantee shall be forfeited. Maximum of 4 instances of defaults in one month and 10 instances of defaults in a year (inclusive of default in supply of (i) canteen and catering services in proper and adequate manner, (ii) sub-standard materials/items/consumables etc. and (iii) refusal to perform duties) shall be treated as recurrent defaults.

16. **Termination of Contract:**

- a) In the event of the appointed Service Provider failing to fulfill or committing any breach of any of the terms and conditions of this contract or indulge in omission or commission as detailed in the terms & conditions and scope of work of the RFP, then without prejudice to the Institute's rights and remedies to which otherwise, the Institute, shall be entitled, the contract shall be terminated forthwith; the Performance Bank Guarantee will be encashed; the Service Provider will be blacklisted and the mess/canteen and catering services will be hired from any third party at the absolute discretion of the Institute without prejudice to any other action which may be taken by the Institute. The cost of such hiring together with all incidental charges or expenses may be recoverable from the Service Provider at the absolute discretion of the Institute. The omission or commission may include *inter-alia* the following:
- If the Service Provider or its employees are found guilty of fraud and/or misrepresentation in respect of the contract or any other contract entered into by the Service Provider or any of his partners or representatives thereof with the Institute; or
  - If the Service Provider becomes insolvent or applies for relief as insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if
  - At any time during the pendency of the contract, it comes to the notice of the Institute that the Service Provider has misled it by giving false/incorrect insufficient information.
  - In case, any documents/declaration furnished is found to be false at any stage, it would be deemed to be a breach of terms of contract and thereby, making the Service Provider liable for legal action, besides termination of contract and/or forfeiture of Performance Guarantee.
- b) The Service Provider shall comply with all statutory liabilities and obligations of Central Government, State Government, and Local Bodies Rules & Regulations. The Institute shall not be liable for any contravention/non-compliance on the part of the Service Provider. Any contravention/ non-compliance on the part of the Service Provider would be construed as a sufficient ground for termination of the contract at the discretion of the Institute. Notwithstanding, in the event of the Institute being imposed with any penalty/ fine etc., by any agency/authority due to the non-compliance/contravention on the part of the Service Provider to any statutory laws/rules/regulations etc., the Institute reserves the right to recover such fine/penalty etc., from the Service Provider.
- c) If the performance of the mess/canteen and catering services provided by the Service Provider is not found satisfactory, the Institute shall have power to terminate the contract with three months notice. Upon such termination, the Performance Guarantee of the Service Provider shall be liable to be forfeited.
- d) The Institute may discontinue the contract at any point of time, without assigning any reason for the same, by giving three months notice before the intended date of discontinuation and will not be liable to any charges or compensation payable to the Service Provider or any other person.
- e) The Service Provider may discontinue the contract at any point of time, by giving a notice at least 90 days before the intended date for discontinuation. However, it will lead to forfeiture of the Performance Bank Guarantee deposited, in case of discontinuation without a notice or a notice less than 90 day prior to the intended date of discontinuation. The Institute will have the right to claim damages and recover them from the Service Provider, in addition to forfeiting the Performance Bank Guarantee of the Service Provider.
- f) **Sub Contract Not Permitted:** The Service Provider shall not engage any sub-contractor or transfer, assign or pledge any of the work, service or other performance required of the Service Provider under the contract to any other person or agency in any manner, except without the prior written consent of the Institute. In the event of the appointed Service Provider found to be engaged in unauthorized sub- contracting any work specified in this tender, the contract shall be liable to be terminated

forthwith.

- g) On termination of the contract, the Service Provider will hand over all the equipment's/furniture/articles etc., supplied by the Institute (Property of the Institute), in good working condition, back to the Institute.
  - h) The possession of the Premises to be assigned by the Institute to the Service Provider for providing canteen services will always remain with the Institute, even when the Premises are in use or occupied by the Service Provider for running of the mess/canteen facility. The Service Provider shall vacate the Premises immediately after termination of contract. Non-vacation of the premises shall result in a penalty of Rs. 10,000/- per day of occupancy with increase in penalty @ Rs. 5000/- for each succeeding week.
  - i) The contractor will occupy the space earmarked for canteen and kitchen and shall not occupy the adjacent verandas, rooftop or nearby open space.
  - j) AIIMS Bilaspur reserves the right to instruct the contractor to remove any person deployed by the contractor without assigning any reason or notice.
  - k) The contractor will ensure high standard of cleanliness, hygiene and sanitation in the kitchen and canteen. The contractor will make the arrangements for keeping all eatables in covered showcase, free from flies and insects. Adequate number of dustbins will be provided by the contractor to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the canteen. The contractor will also ensure that no used utensils viz cups, plates, thalis, cutlery etc. are lying in the canteen and these should be removed immediately and the area cleaned. Contractor shall ensure daily removal of canteen garbage from the canteen premises. However, before the garbage is taken out for disposal, the Security Supervisor will check it physically to ensure that the material being disposed does not contain any stolen or useful items.
17. **Right to alter quantities & repeat order:** The Institute will be free to either reduce or increase the quantum of work order prescribed in this RFP on the same terms and conditions during the contract period.
18. **Arbitration:**
- a) In the event of any dispute or differences arising as to the execution of the contract as to the respective rights or liabilities of the parties hereto or interpretation of any of clause thereof on any condition of agreement (except as to any matters the decision of which is specially provided for or the special conditions), the dispute shall be resolved in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the Rules there under and any statutory modifications thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings. The award of the arbitrator shall be final and binding on parties to the agreement.
  - b) However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, the Service Provider shall continue to do the work as per terms & conditions of Contract.
  - c) In case of disputes, arising out of this agreement between the Service Provider and the Institute, the Courts in Bilaspur H.P. shall have the exclusive jurisdiction.
19. **Force Majeure:**
- a) If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event.
  - b) Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the



contract.

20. The Institute reserves the right to withdraw/ relax any of the terms and conditions mentioned in the RFP so as to overcome any problem encountered at any stage.
21. All efforts are made to explicitly include all the terms & conditions applicable on the contract, however Service Provider should agree to provide minor additional services in case found necessary for improvement of the quality and mess/canteen facility.

*Date:*

*Place:*

*Read and accepted.  
Signature and stamp of  
Applicant or Authorized Signatory*

**CHAPTER-VII**  
**SCOPE OF WORK**

1. The mess/canteen and catering services shall include procurement of grains and raw material, cooking and preparation of food (semi-cooked / partially baked food-items for applicable recipes to be carried for on-premises cooking), presentation and serving of meals to the staff members, students & authorized visitors of the Institute only through dedicated support personnel.
2. The cooking, preparation and serving of food shall include preparing within the mess/canteen breakfast, lunch, snacks, beverages etc. as per menu approved by the Institute after taking into account the availability of seasonal vegetables and fruits etc., and serving of prepared food within the defined 'Food Service Area'.
3. The Service Provider will provide menu items as per **Schedule-A** compulsorily to all the students, staff and Mess Committees as per demand and canteen items as per **Schedule-A(1)** in consultation with the Mess Committee and the same shall be binding on the Service Provider and shall be prominently displayed along with price on a board daily.
4. The Service Provider, in consultation with the Mess Committee of the Institute & in order to ensure timely service of food items within the defined service area, may establish mini-pantries at approved locations. The items to be served through mini pantries will be decided by the mess committee but the items should not be beyond the list approved for main canteen/mess. Initially there would be two mini pantries, one at AYUSH block and another one at NIGHT SHELTER (TEMPORARY ADMIN BLOCK). In future, the number may increase or decrease as per actual requirement.
5. Contractor may have to serve food/refreshment from time to time as per requirement of the Institute during various events/programs against extra payment on actual.
6. In case of student's sickness, hospitalization, etc., the Tenderer shall supply the food in Tiffin at student's hostel as per the recommendations of the authorities without any extra charges. Similarly, in case of COVID lockdown situation or any other similar situations, all the meals on all days including holidays (Saturday, Sunday etc.) will be served to students at Both Girls and Boys hostels without any extra charges.
7. AIIMS Bilaspur shall provide a list of normal holidays and students vacations in each semester to the Service provider for assessing and providing Canteen services to the hostellers residing during holidays and vacations.
8. It shall be compulsory for the Service provider to take the following hygiene and cleaning measures:
  - a) Cleaning the kitchen area twice a day, including the storeroom,
  - b) Soaking the vessels in hot water at the end of the day,
  - c) Crockery to be washed with hot water using detergents,
  - d) Thorough cleaning of refrigerators, bottle-coolers and water coolers, once a week,
  - e) Monthly spraying of insecticides,
  - f) Food quality
  - g) Maintain latest standards of health & hygiene
  - h) Cleaning the dining tables with detergent and water at the end of the day,
  - i) Thorough cleaning of wash basins with detergent at the end of each day.
9. The Service provider 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.
10. Service provider will maintain at least 4 dozens of decent quality crockery set to serve tea/coffee/food to AIIMS Administration, for all official meetings. Service provider should depute at least 2 waiters during such meetings.

11. The contractor shall provide adequate numbers of worker/staff to facilitate serving of Tea/Drinks/Refreshments in Admin & Academic blocks.
12. The contractor shall provide adequate numbers of workers/staff to cater to various meetings/ functions etc in the campus.
13. Vendors shall not sell items other than items listed in Schedule A(1). Also, the vendor shall not have objection to opening of other food joints for public and patients at the AIIMS Bilaspur campus.
14. **Mess/Canteen Timings:**
  - a) The canteen shall remain open from 7:00 A.M. to 10:30 P.M. daily but timings for Mess services will be observed as detailed below. On special official functions to be conducted within AIIMS-Campus i.e. service area, the Service Provider shall be ready to undertake such functions. The Service Provider and the Institute shall work out a special menu and rates for such occasions on mutually agreed basis.
  - b) The breakfast would be served normally from 07:00 a.m. to 10:00 a.m.; lunch from 1:00 p.m. to 3:00 p.m., evening tea from 05:00 p.m. to 06:00 p.m. and Dinner from 07:00 p.m. to 10:30 p.m.
  - c) In case the mess/canteen is closed on any occasion for the reason of failure on the part of Service Provider, then, apart from any other penal provisions provided in the contract, the Service Provider shall make alternate food arrangements, as per approved price list.
15. **Conduct of Workmen & Personnel**
  - a) The Service Provider shall provide uniforms, hand gloves, head cap, aprons etc. to personnel employed by him for mess/canteen/catering services. The Service Provider should provide a minimum of two pairs of uniforms to the personnel deployed and ensure that these personnel report for duty in clean uniforms.
  - b) The Service Provider shall ensure that their personnel wear Uniforms and Identity Cards provided by the Service Provider in such a way that it is prominently displayed and visible so that any person can identify the individual representing the Service Provider.
  - c) The Service Provider shall ensure the following dress code:
    - i) Cooking personnel should wear aprons and head (hair) cap
    - ii) Servicing personnel should wear aprons, caps and hand gloves
  - d) The Service Provider shall ensure that the mess/canteen and catering personnel should have undergone proper training on all canteen and catering related issues and should be smartly dressed and well behaved. The Service Provider shall ensure that the canteen and catering personnel shall not take any alcohol or intoxicants or be found in an inebriated state or smoking inside mess or institute premises whether on or off duty hours.
16. **Cooking Equipment, Raw Material Etc.**
  - a) The Service Provider shall have to arrange for all cooking equipment & cooking appliances/ utensils, crockery services, table linen and other necessary equipments etc. (apart from what is to be provided by the Institute on "as is where is basis") on his own for smooth running of the mess/canteen.
  - b) The Service Provider should have sufficient equipment & crockery and other items normally required to cater to at least 200 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.
  - c) All the provisions/materials required for cooking the food & the manpower required for running of mess/canteen services as specified in RFP shall be arranged by the Service Provider at his cost.
  - d) The Service Provider shall, at their cost, maintain adequate stock of food grain, grocery, and adhere to the quality standards. Procurement of good quality provisions and other consumables is the responsibility of the Service Provider. The Service Provider shall be responsible for proper hygienic storage of all raw materials.
  - e) The Service Provider shall ensure adequate supply of all Material/ Consumables/raw

materials etc. 15 days in advance, prior to its consumption. However, supply of perishable items should be ensured as per respective usable dates only.

17. **Quality and Standards:** The illustrative guidelines on quality of food items to be used/ cooked/served shall be as under:
- a) The food materials used for cooking must be of best quality as approved by relevant authorities' viz. FPO/AGMARK/FSSAI/ISO etc. and good quality vegetables, which is subject to the verification of Mess Committee.
  - b) Vegetables & fruits should be washed properly, preferably in potassium permanganate solutions
  - c) Milk used for tea/ coffee etc., must be packets of reputed brand milk.
  - d) For preparation of VEGETABLE each day, the vegetables must be changed in rotation. No similar type of vegetable shall be served repeatedly.
  - e) Rice at least one year old should only be used.
  - f) Rice should be cooked properly.
  - g) Chapatti should be baked properly & it should be soft. It should not be larger than 15-18 cm in diameter and thickness should not be more than 2mm.
  - h) Cooking Oil shall never be reused for frying or cooking etc.
  - i) Sweets served should be prepared with pure ghee. It should be fresh & tasty. In case it is to be procured from outside it must be from reputed shop/brand.
  - j) Fruits served should be fresh & of good quality.
  - k) The use of monosodium glutamate (ajinomoto) is strictly prohibited.
  - l) Special food on days of fasting should be served, as per prescribed menu.
  - m) Food should be served and maintained warm at all times.
  - n) Vegetarian and Non-Vegetarian food will be cooked, kept and served separately.
  - o) No food items hurting the sentiments of any religion should be found/kept/prepared/served by the canteen in the Institute's Premises. If any such incidence is noticed strict action as per prevailing law shall be taken, apart from terminating the contract immediately.
  - p) Serving of leftover or stale food will be strictly prohibited and in case any incident of serving of stale or leftover food is brought to the notice of the Mess Committee, the matter will be viewed seriously and the Service Provider will be penalized accordingly.
18. **Cleanliness:** The food has to be prepared in clean, hygienic and safe conditions. The Service Provider shall ensure all cleanliness related work at his own cost. The illustrative guidelines are as under:
- a) The kitchen, hand wash area, dish wash area will be washed with water and Soap solution and mopped after every breakfast, lunch and will be disinfected once in a week or as and when required.
  - b) The utensils, crockery, dining plates etc. shall be washed with water and dish-wash solutions properly after every use. Dinnerware/dining plates should be cleaned properly for any stickiness.
  - c) The kitchen appliances and all cabinets should be cleaned every week.
  - d) The inside of the refrigerator and other appliances should be cleaned on a monthly basis.
  - e) The Service Provider shall ensure sanitization of kitchen, dining areas (Including insecticide treatment) on a monthly basis.
  - f) Cleaning and Housekeeping of Kitchen and dining area, utensils, crockery, kitchen equipment, furniture etc. will be the sole responsibility of the Service Provider and at his own cost.
  - g) The highest possible standards are expected in this regard. All possible measures must be taken to ensure hygiene in the kitchen and dining area. These include the provision of ample Liquid soap for hand washing at the basin, clean towels to clean hand (to be replaced after each shift), provision of paper napkins; hand gloves, head caps for mess workers who handle food items for serving. Catering persons should be provided the necessary training so as to maintain the highest possible standard of hygiene. No service shall be provided without wearing disposable gloves.

- h) The Service Provider shall arrange for disposal of the garbage collected from the kitchen, dining hall, dish wash area etc. every day morning in closed bins by separation of biodegradable waste from non-biodegradable waste. The service provider will pay service charges to the garbage collecting agency. The leftover food should be removed immediately after lunch/canteen closing hours.
- i) Service providers, under no circumstances shall dispose-off plastic and food waste into the drainage. Any damages caused to the drainage system which will result in appropriate repairs will be recovered completely from the service provider and shall invite suitable penalty.

**19. Adherence to Approved Menu/Price:**

- a) The Service Provider shall strictly adhere to approved **MENU CARD/RATE-LIST**; in case of any over-charging/deviation, the Service Provider is liable for Penalty as per Penal Clause of RFP.
- b) The prices of the packed or branded items sold in the canteen shall not be more than the MRP.
- c) The service provider shall use only Standard Materials of reputed known brands for preparation of food items. The list of Brands to be used for certain Items has been specified at **Schedule-B**. However, if the Institute finds that the Brand used is not suitable/complaints are received, the Service Provider will be asked to change the Brand and the same will be binding on the Service Provider.
- d) The service provider shall maintain quality and quantity in respect of the menu served in the mess/canteen.
- e) The Institute has the right to fix/alter the menu and no new item shall be introduced in the menu without prior permission of the Institute, in writing.

20. The average delivery/serving time for food-items/meals should be 30 minutes. In case of late delivery/late service of food-items/meals (20 minutes or more from the laid out times), the Service Provider shall be liable for penalty as per the penal Clause specified in the contract. Decision with respect to late/delay delivery of food-items/meals shall be taken by Mess Committee and shall be final and binding on the Service Provider.

**21. Supervision:**

- a) The Service Provider will provide adequate supervision to ensure correct performance of the workmen and personnel engaged by him in accordance with the prevailing assignment instructions agreed upon between the Institute and the Service Provider. In order to exercise effective control & supervision over the canteen and catering services, the supervisory staff should constantly monitor, and obtain feedback from staff members of the Institute availing the food services.
- b) In case of non-conformity to quality and hygiene of food items/meals supplied by the mess/canteen, the Service Provider shall be liable for penalty as per the penal Clause specified in the contract. The Institute shall reserve the right to check the cleanliness and upkeep of Premises and quality of provisions and quality of the food.
- c) A book shall be kept in the canteen for recording any complaint or suggestions from the staff member and students of the Institute and will be produced for inspection as and when required. Decisions taken by the Institute shall be final in all these complaints/suggestions.

22. Preparation and storage of food in the mess/canteen for supply outside the AIIMS-Campus shall be strictly prohibited.

**23. Facilities to be provided by the Institute:**

- a) The Institute will provide mess/canteen Premises, furniture, fixtures, as existing,
- b) The Institute will not provide Kitchen equipment, appliances, utensils and canteen equipments.
- c) The Institute will provide free water in the kitchen and dining hall. The use of electricity will be restricted to lights, fan, refrigerator or any other electrical appliances/gadgets, which are considered necessary for smooth functioning of the

mess/canteen/kitchen/dining hall. The Service Provider shall ensure proper and optimal utilization of the facilities like water & electricity to be provided by the Institute without abuse or excess use and shall follow and obey all instructions as shall or may be given by the Mess Committee from time to time. The service provider will pay Rs. **5,000/- (Rupees Five Thousand) per month** as fixed electricity charges to the Institute.

- d) The maintenance and upkeep of the above furniture/fixtures/articles/kitchen equipments/appliances/installations shall be the responsibility of the Service Provider.
- e) In the event of disruption of water supply on account of power failure or otherwise, the service provider shall make his own arrangement for supply and storage of water in the mess/canteen for smooth running of the mess/canteen. In the event of power failure or otherwise, the contractor should make his own arrangements for grinding/food preparation etc., at his own cost.

24. **License Fee of the Premises:**

- a) The service provider will pay a license fee to the Institute at the rate of Rs. **15,000/- (rupees fifteen thousand) per month** for the first year which will be subsequently increased @ 5% annually (Flat Rate).
- b) The service provider will ensure that fixed electricity charges and license fee is deposited on monthly basis before 7<sup>th</sup> of succeeding month.

*Date:*

*Place:*

*Stamp/ Seal of the Applicant*

*Name and Signature of the  
Authorized Signatory*

**Schedule-A**

**Menu for the Mess**

Day	Breakfast	Lunch	Evening Snacks	Dinner
<b>Monday</b>	Pav Bhaji +Banana + Tea/Coffee	Rajma +Raita+Rice+Chapati+ Salad+Mix Veg (Seasonal) + 1 Seasonal fruit	Kachori (1 piece) +Red/Green Chutney +Coffee/Tea	Aaloo HaraaPyaaZ/ Seasonal Veg +Mix Daal+Rice+Roti +Salad+Papad
<b>Tuesday</b>	Gobhi/Onion Parantha + Dahi+Butter +Coffee/Tea	Bhindi Masala (Seasonal Vegetable)+Kadhi Pakoda +Channa Dal+ Salad+ Rice +Roti + 1 Seasonal Fruit*	Spring Roll (4 Pcs) +Tea/Coffee	Ghia Kofta/Seasonal Veg +Roti +Rice+Masoor Dal +Gulaab Jamun 1pc +Salad+Papad
<b>Wednesday</b>	Uttapam/Idli+Sa mbhar +(Additional- Omelette) +Coffee/Tea	Sweetcorn Palak (Seasonal Vegetable+Moong Masoor Dal+Mattar Rice Pulao +Dahi+Roti+Salad + 1 Seasonal Fruit*	Samosa (1 piece) +Cold Coffee/Nimbu Paani	Egg Curry# (Min. 2pcs For Each Student)+Kadhai Paneer#+Dal Fry+Rice+Roti +Salad+pappad
<b>Thursday</b>	Poha+ Grilled/ Stuffed Sandwich +Tea/Coffee	Gajjar Matar (Seasonal Vegetable) + Dal Makhni+Roti +Salad+ NamkeenRice+Raita + 1 Seasonal Fruit*	Veg Cutlet (2 pieces) +Coffee/Tea	Seasonal Vegetable +Chana Dal + Roti+Rice +Kheer +Salad+Papad
<b>Friday</b>	Aaloo Parantha +Dahi+Butter +Tea/Coffee	Paneer Sabji#+Roti+Moong Dry+ Mattar Rice Pulao +Raita+Salad + 1 Seasonal Fruit*	French Fries (100gms) +Cold Coffee/NimbuPa ani	Mushroom Matar+Roti+ +Yellow Dal+Rice +Salad+Paapd
<b>Saturday</b>	Pasta+Stuffed Sandwich +Tea/Coffee	Kaala Chana Masala+Roti+Aaloo Matar Sabji/ Seasonal Veg +Salad+Raita+ Rice + 1 Seasonal Fruit*	Aloo Stuffed Bread Pakora (2 pieces) +Chutney +Tea / Coffee	Special Chicken#+Roti+Shahi Paneer#+Mah Ki Daal +Rice+Roti + 150gm Ice Cream (Summer ) / 1pc Rasgulla (Winter) +Salad+Papad
<b>Sunday</b>	Paneer Parantha +Butter +Dahi +Coffee/Tea	Chole Bhature+Meethi Lassi/Dahi (200ml) +Salad+Suji Halwa + 1 Seasonal Fruit*	Macroni (100gm)+Tea/Co ffee/Nimbu Paani	Idli and Wada (4 pc each) +Sambhar+Coconut Chutney +Veg Manchurion + Fried Rice + Veg Chowmein +1 Seasonal Fruit

- \* - Seasonal fruit quantity should be at least 150gms.
- # - These items will be considered as special items and quantity served may be limited to below mentioned standards.
  - Egg curry – 2 PCS/person
  - Special chicken – 3PCS (150gm total) /person
  - Paneer sabji/shahi paneer/kadai paneer – at least containing 75 gm paneer/person should be served
  - Person can choose one between the two special items i.e. either veg or non veg.

- Students/staff will have to give their preference in advance (at least 24 hrs) to the service provider for veg/non veg diet.

- Mess Committee reserves the rights to make minor alteration in the above menu.

<b>SCHEDULE-A(1)</b>			
<b>CANTEEN ITEMS/ADDITIONAL ITEMS</b>			
S.No	Item description	Unit	Rates in Rs (in figures)
<b>Beverages</b>			
1.	Tea	100 ml	07
2.	Coffee	200 ml	15
3.	Cold coffee	250 ml	35
4.	Lassi (sweet/salted)	250 ml	30
5.	Milk shake (chocolate, banana, mango etc)	250 ml	50
6.	Mineral water (any ISI mark brand), Packaged cold drinks, juices, packed milk & dahi, yoghurt, wafers, chocolates etc.	Standard packing (no loose items to be sold)	Not more than MRP
<b>Sandwich</b>			
1.	Veg sandwich	2 large bread pcs	30
2.	Veg cheese sandwich	2 large bread pcs	35
3.	Paneer sandwich	2 large bread pcs	35
4.	Paneer grill sandwich	2 large bread pcs	40
5.	Bread butter sandwich	2 large bread pcs	20
6.	Bread jam butter	2 large bread pcs	20
7.	Egg sandwich	2 large bread pcs	40
<b>Maggi</b>			
1.	Plain maggi	250 gram	25
2.	Vegetable maggi	250 gram	35
3.	Cheese maggi	250 gram	40
4.	Egg maggi	250 gram	40
<b>South Indian</b>			
1.	Idli sambhar	2 pcs (medium size)	30
2.	Sambhar vada	2 pcs (medium size)	35
3.	Dosa plain	12 inch with sambhar and coconut chutney	50
4.	Masala dosa/onion dosa	12 inch with sambhar and coconut chutney	60
5.	Paneer dosa	12 inch with sambhar and coconut chutney	70
<b>Chinese</b>			
1.	Veg manchurian	6 pcs, 250gram	80
2.	Veg chowmein	250 gram	60
3.	Egg chowmein	250 gram	80
4.	Chilli paneer	250 gram	90
5.	Honey chilli potato	250 gram	70
6.	Chilli chicken	5 pcs, 250gram	10
<b>Continental</b>			
1.	French toast	4 pcs	40
2.	French fries	1plate, 100gram	30
3.	Veg Burger (large)	1 pc	30



4.	Cheese burger (large)	1 pc	40
5.	Chicken burger (large)	1 pc	45
6.	Macaroni	250gram	50
<b>Indian snacks</b>			
1.	Vegetable poha	1 plate, 250gram	50
2.	Mirchi pyaj pakoda	100 gram	25
3.	Paneer pakoda	6 pcs, 100gram	50
4.	Samosa	1 pc, 150 gram	15
5.	Kachori	1 pc, 150gram	20
<b>Egg</b>			
1.	Plain omelette	2 eggs	30
2.	Masala omelette	2 eggs	35
3.	Bread omelette	2 large bread pcs and 2 eggs	40
<b>Indian main course</b>			
1.	Mutton masala	2 pcs, 250gram	120
2.	Chicken curry	2 pcs, 250gram	100
3.	Butter chicken	2 pcs, 250gram	105
4.	Tandoori/roasted chicken full	6 pcs 600gram	300
5.	Tandoori/roasted chicken half	4 pcs 400gram	165
6.	Fish tikka	5 pcs 250gram	100
7.	Fish curry	3 pcs 300gram	90
8.	Egg curry	2 pcs, 300gram	60
<b>High tea</b>			
1.	<ul style="list-style-type: none"> <li>• Roasted kaju (15 grams)</li> <li>• 2 piece gulab jamun or rasgulla/2 kaju burfi/ 1 large pastry (black forest, chocolate etc)</li> <li>• Pakora (paneer/gobhi/vegetable (100 grams) / Samosa (2 piece) etc.)</li> <li>• Dhokla</li> <li>• Wafers (uncle chips, lays etc.)</li> <li>• Juices/ tea/ coffee</li> <li>• Assorted biscuits</li> </ul>		80.00
<b>Snacks</b>			
2.	<ul style="list-style-type: none"> <li>• Pakora (paneer/gobhi/vegetable (100 grams) / Samosa (2 piece) etc.)</li> <li>• Wafers (uncle chips, lays etc.)</li> <li>• Tea/ coffee/soft drinks</li> <li>• Assorted biscuits</li> </ul>		40.00
<b>Veg. lunch/dinner (buffet) (unlimited)</b>			
3A.	<ul style="list-style-type: none"> <li>▪ Two vegetables (one seasonal vegetable (200 grams) + Shahi paneer/malai kofta / mushroom/paneer mutter (200 gram) etc.</li> <li>▪ Daal fry(200 grams)</li> <li>▪ Mix veg pakoras/paneer pakoras</li> <li>▪ Veg Biryani/Pullav (200 grams)</li> <li>▪ Jeera rice / white rice</li> <li>▪ Chapatti/tandoori roti/nan/puri (4 no.)</li> <li>▪ Assorted Salad</li> <li>▪ Pappad and Pickle</li> <li>▪ Raita (pineapple/boondi/cucumber) /plain curd/dahi bhalla (100 grams)</li> <li>▪ Sweet dish – 2 (ice cream + gulab jamun (2)/Ras malai (2)</li> </ul>		150.00

<b>Non-veg. lunch/dinner (buffet) (unlimited)</b>			
3B.	<ul style="list-style-type: none"> <li>▪ Chicken/mutton curry</li> <li>▪ Fisk tikka/fried fish</li> <li>▪ Chicken / Mutton Biryani / Pullav</li> <li>▪ Jeera rice / white rice (200 grams)</li> <li>▪ Chapatti/tandoori, roti/nan/puri (4 no.)</li> <li>▪ Salad</li> <li>▪ Pappad and Pickle</li> <li>▪ Raita (pineapple/boondi/cucumber) /plain curd/dahi bhalla (100 grams)</li> <li>▪ Sweet dish – 2 (ice cream + gulab jamun (2) /Ras malai (2)</li> </ul>		170.00

- For all these additional items students/staff shall have to inform the service provider well in advance (at least 6 hrs before).
- **Prices mentioned are indicative only and can be negotiated with the Mess Committee /tender committee before award of the contract to the successful bidder. However, once a consensus is arrived no further change in price shall be allowed without the consent of both the service provider and the Mess Committee.**
- This list is tentative only and additional items can be added/ subtracted ONLY with the prior approval of the Mess Committee. However, rates of the additional items added to this list shall be finalized only after approval from the Mess Committee.

*Place:*

*Stamp/ Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*

**Schedule-B**  
**Brand/Quality Specifications**

<b>ITEM</b>	<b>BRAND</b>
Salt	Tata, Annapurna
Spices	MTR, Everest, MDH, Eastern
Ketchup	Maggi, Kissan, Heinz
Oil	Sundrop, Saffola, Dhara (Only groundnut, rice bran, mustard oil to be used)
Ghee	Milkfood, Amul, Mother Dairy
Pickle	Mother's Recipe / similar standard
Atta	Aashirvad, Pillsbury, Annapurna/Similar Standard.
Butter	Amul, Britannia, Nutralite
Bread	Britannia, Modern/Similar Standard
Jam	Kissan, Mother's
Milk	Mother Dairy, Amul, Verka/Kamdhenu
Paneer	Amul, Britannia, Mother Dairy
Tea	Brooke bond, Lipton, Tata Tea, Tetley
Coffee	Nescafe
Biscuits	Britannia, Parle, Sunfeast or any other reputed brand
Bottled Water	Kinley/ Bisleri/ Aquafina
Rice	Premium quality (Basmatietc.)
Pulses	First Grade quality
Papad	Haldiram, Lizzat
Vegetables/Fruits	Fresh first quality vegetables/ fruits only

All other supplies /raw materials/consumables are to be used of Standard quality of reputed known brands for preparation of food items.

*Date:*

*Place:*

*Stamp/ Seal of the Applicant*

*Name and Signature of the  
Authorized Signatory*

**CHAPTER-VIII**  
**PROPOSAL EVALUATION**

**1. Opening of Proposals:**

- a) The Tender Committee appointed by the Institute will open all Proposals on the appointed date, time and venue.
- b) During evaluation of proposals, the Institute may, at its discretion, ask the Applicant for clarification of his proposal.
- c) No Applicant shall contact the Institute on any matter relating to his proposal from the time of the proposal opening till the time of issue of letter of intent. All Applicants are strongly advised to furnish all material information in the proposal itself.
- d) Any effort by an Applicant to influence the Institute in its decisions on proposal evaluation, proposal comparison or award of contract decision will result in rejection of the proposal.
- e) Where the proposal has been signed by the Authorized Representative on behalf of the entity, the Applicant shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the Applicant to the contract. (Institute may out-rightly reject any proposal, which is not supported by adequate proof of the signatory's authority).
- f) No alteration shall be made in any of the terms and conditions of the proposal document by scoring out. In the submitted proposal, no variation in the conditions shall be admissible. Proposals not complying with the terms and conditions listed in this Chapter are liable to be rejected.

**2. Procedure for evaluation of Proposals:** The Proposals will be evaluated in the following 3 steps;

**Step-1:** The Tender Committee will evaluate the Proposal based on the Compliance of prescribed 'Eligibility Criteria' and supporting details/documents for required licenses/certificates. Failure to furnish requisite documents as per eligibility criteria and EMD along with proposal will result in proposal getting rejected.

**Step-2: Technical Evaluation (Marking System):** Proposals shall be evaluated on the basis of their responsiveness to the RFP terms, applying the specified evaluation criteria and point system. During the Final evaluation stage, each Applicant shall be assigned different marks out of a total of 100 marks, as per the evaluation criteria specified as below:

S. No.	Criteria	Internal Division of Marks	Max. Marks (100)
(1)	(2)	(3)	(4)
1.	Experience in running and managing canteen/mess services More than 10 Years 5<10 Years 2<5 Years	24 Marks 16 Marks 08 Marks	24 Marks
2.	Average Annual Turnover during last 2 out of 5 Financial Years as per RFP criteria Above 150 Lakhs 100-150 Lakhs 50-100 Lakhs	21 Marks 14 Marks 07 Marks	21Marks

3.	Prior working experience in educational institutes (AIIMS/NIT/IIT/IIM/ Medical college with at least 500 beds capacity/Universities/Boarding Schools with 500 & above intake/Any Institute of national importance or equivalent)  More than 5 Years 3<5 Years 2<3 Years	12 Marks 08 Marks 04 Marks	12 Marks
4.	Quality Assurance ISO 9000/2015 ISO 14001/2015 OHSAS 18004	4 Marks 4 Marks 4 Marks	12 Marks
5.	Ongoing mess/canteen contracts in educational institutes (AIIMS/NIT/IIT/IIM/ Medical college with at least 500 beds capacity/Universities/Boarding Schools with 500 & above intake/Any Institute of national importance or equivalent) 01-Contract 02-Contract 03-Contract	04-Marks 08-Marks 12-Marks	12 Marks
6.	Consumer satisfaction rating certificate (See Annexure- C)	10 Marks	10 Marks
7.	Presentation covering areas e.g. plan of execution, capability and capacity etc.		09 Marks

The bidders who score a total 60 out of 100 marks as stated hereinabove shall be qualified and shall be included in the shortlist for opening and evaluation of their financial proposal (Price bid) However, if the number of such post-qualified bidders is less than three, the Institute may in its sole discretion, post-qualify the bidder(s) whose technical score is less than 60 marks but is more than or equal to 50 marks.

**3. Combined and final evaluation**

- a) Proposals of the post qualified bidder(s) during the process of evaluation of the technical bid will finally be ranked according to the total score (Technical Score + Financial Score).
- b) The successful bidder shall be the first ranked bidder (whose total score is the highest). The second-ranked bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws, or fails to comply with the requirements specified hereinabove.

**The formula for determining the financial scores:**

$$S_f = 100 \times F_m / F$$

In which  $S_f$  is the financial score  $F_m$  is the lowest price  $F$  is the price quoted by the respective bidders. The Weightage given to the technical and financial proposals is  $T = 0.70$  and  $P = 0.30$  respectively. Combined total score ( $S$ ) =  $(S_t \times 0.7) + (S_f \times 0.3)$

The results of the Tender Process will be communicated in writing to the Successful Applicant.

**4. Notification of Award**

- a) After determining the successful Applicant, the Institute shall issue a Letter of Intent (LOI) in duplicate, which will return one copy to the Institute duly acknowledged, accepted, and signed by the authorized signatory, within seven (07) days of receipt of the same by the successful Applicant.

- b) The issuance of the Letter of Intent to the Applicant shall constitute an integral part of the Agreement and it will be binding to the successful Applicant.

*Date:*

*Place:*

*Stamp/ Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*

**FORM-A**  
**COVERING LETTER**

(On the letterhead of the Concern submitting the proposal)

To

The Executive Director,  
All India Institute of Medical  
Sciences, Bilaspur, Himachal  
Pradesh,

Dated \_\_\_\_\_

Ref: Tender No. \_\_\_\_\_

Sir,

I/We hereby undertake to provide mess-cum-canteen and catering services at the AIIMS-Campus, Bilaspur (Dining Hall-A) as specified in the RFP and agree to hold this offer open for a period of 120 days from the date of the opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

2. I/we have understood the Instructions to Applicants and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.

3. Certified that I/we have the experience of more than \_\_\_\_\_ years in providing mess/canteen & catering services and related works.

4. Details/documents required to be submitted with this proposal are enclosed as per prescribed Checklist (Chapter-V of RFP).

5. I/We do hereby undertake that, until a formal notification of award, this proposal, together with your written acceptance thereof shall constitute a binding order between both the parties.

6. **Declaration by the Applicant:**

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ of 2021

Yours faithfully,

*Signature and stamp of the Applicant  
or Authorized signatory*

**ANNEXURE-A**

**CONTACT DETAILS FORM**

**General Details of Applicant**

1.	Name of The Entity	
2.	Name and designation of Authorized Representative	
3.	Communication Address	
4.	Telephone & Mobile No.	
5.	Fax No.	
6.	E-Mail ID	

**Particular Details of the Applicant's Representative**

1.	Name of The Contact Person	
2.	Designation	
3.	Communication Address	
4.	Telephone & Mobile No.	
5.	Fax No.	
6.	E-Mail ID	

Date:

Place:

*Stamp/ Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*



**ANNEXURE-B  
DETAILS OF PREVIOUS CONTRACTS**

Period of Contract	Name and Address of the Organization	Type of Organization i.e. Govt. /PSU /MNCs /Large Private Corporate /Others	Name of the contact person & Phone No.	Annual Value of contract	Contract Size#	Proof Attached

**Give details of current contracts, of similar services being rendered by you and which will be available for inspection by the Tender Committee**

Period of Contract	Name and Address of the Organization	Type of Organization i.e. Govt. /PSU /MNCs /Large Private Corporate /Others	Name of the contact person & Phone No.	Annual Value of contract	Contract Size#	Proof Attached

**Detail of previous/current contracts with educational institutions  
(AIIMS/IIT/IIM/NIT/Medical College with 500 beds' capacity/Any Institute of National  
Importance or Equivalent)**

Period of Contract	Name and Address of the Organization	Name of the contact person & Phone No.	Annual Value of contract	Contract Size	Proof Attached

#Contract Size means the number of person per day per contract of the contract period of minimum 1 year

Date:

Place:

*Stamp/ Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*

**ANNEXURE-C**

**DETAILS/PARTICULARS OF SATISFACTION GRADING**

(Furnish this information for each work from the employer for whom the work was executed)

1. Name of the contract and location
2. Agreement no.
  - a) Scope of Contract
  - b) Contract Cost
  - c) Date of start
  - d) Period
  - e) Amount of compensation/penalties levied, if any
  - f) Performance Report\*

<b>S. No</b>	<b>Parameter</b>	<b>Marks (Out of 10 for each parameter)</b>
1.	Food quality and variety in Menu	
2.	Manpower Adequacy	
3.	Manpower behavior	
4.	Infrastructure (Equipments etc)	
5.	Hygiene	
6.	Compliance to all statutory requirements	

\*- Mean average of all the performance reports submitted shall be taken into account.

(Signature Seal of the Organization)

Date:

Place:

**ANNEXURE-D  
ANNUAL TURNOVER FORM**

Name of the Applicant/Agency:

Address:

<b>Description</b>	<b>Financial Years#</b>		
Annual Turnover			

# Financial Years may suitably be modified, as necessary.

Date:

Place:

*Stamp/ Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*

**Note: to be certified by the Company Auditor with seal, signature & UDIN.**

**ANNEXURE-E**  
**DECLARATION FOR AVERAGE ANNUAL TURNOVER**

1. This is to certify that the Average Turnover exclusively from the mess/canteen & catering service activities for the last 2 out of 5 Financial Years, i.e. FY 2015-16 to 2020-21 of my/our concern/firm/company is Rs.\_\_\_\_\_.
2. I/We also DECLARE that the amount of Average Annual Turnover exclusively from the mess/canteen & catering service activities for Financial Years .....,and ....., as shown above, are true and correct to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing false/fabricated information under this declaration would lead to termination of my/our contract at any stage besides liabilities towards prosecution under appropriate law.
3. I/We hereby also enclose the work order(s) to prove the annual turnover exclusively from the mess/canteen & catering service activities declared in *para* 1 above.

Date:

Place:

*Stamp/ Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*

**ANNEXURE – F**  
**INTEGRITY PACT BETWEEN**

**(To be submitted on Judicial Paper)**

**The Executive Director, All India Institute of Medical Sciences, Bilaspur (Represented by the Authorized Officer)**, having an office at Kothipura, Bilaspur H.P., hereinafter referred to as the ‘the Institute’,

AND

(Name of The Applicants and consortium members) ..... hereinafter referred to as "The Applicant/Service Provider".

**Preamble:** The Institute intends to award, under laid down organizational procedures, contract for Tender No. .... The Institute values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and fairness and transparency in its relations with its Applicants. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity, and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations.

**Section 1. Commitments of the Institute**

**(1)** The Institute commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the Institute, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The Institute will, during the pre-contract stage, treat all APPLICANTS alike, and will provide to all APPLICANTS the same information and will not provide any such information to any particular APPLICANT which could afford an advantage to that particular APPLICANT in comparison to other APPLICANTS.

(c) The Institute will exclude from the process all known prejudicial persons.

**(2)** If the Institute obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Institute will inform its Vigilance Office and in addition, can initiate disciplinary actions. In such a case, while an inquiry is being conducted by the Institute, the proceedings under the contract would not be stalled.

**Section 2. Commitments of the Applicant / Service Provider**

**(1)** The Applicant/Service Provider commits themselves to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities, during pre-contract as well as post-contract stages. He commits himself to observe the following principles during the contract execution.

a. The Applicant/Service Provider will not, directly or through any other person or firm, offer, promise or give to any of the Institute's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.

b. The Applicant/Service Provider will not enter with other Applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals, or any other actions to restrict competitiveness or to introduce cartelization in the RFP process.

c. The Applicant/Service Provider will not commit any offense, under the relevant Anti-Corruption Laws of India; further, the Applicant/Service Provider will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Institute, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Applicant will not collude with other parties interested in the contract to impair the transparency, fairness, and progress of the RFP process, proposal evaluation, contracting, and implementation of the contract.

e. The Applicant/Service Provider will, when presenting his proposal, disclose any payments he has made, is committed to, or intends to make to agents, brokers, or any other intermediaries, in connection with the award of the contract.

f. The Applicant commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

g. The Applicant shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Institute.

(2) The Applicant/Service Provider will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

### **Section 3. Disqualification from or exclusion from future contracts**

1. If the Applicant, before awarding of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Applicant, into question, the Institute is entitled to disqualify the Applicant, from the tender process, or to terminate the contract, if already signed, for such reason.

2. If the Applicant/Service Provider has committed a transgression, through a violation of Section-2, such as to put his reliability or credibility into question, the Institute is entitled to disqualify the Applicant/Service Provider from the tender process, terminate the contract if already awarded and also, to exclude the Applicant/Service Provider from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the hierarchy of the concern of the Applicant, and the amount of the damage. The execution will be imposed for a minimum of 6 months and a maximum of 3 years.

3. The Applicant accepts and undertakes to respect and uphold, the Institute's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken.

### **Section 4. Compensation for damages**

1. If the Institute has disqualified the applicant from the tender process before the award, according to Section-3, the Institute is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Proposal Security.

2. If the Institute has terminated the contract according to Section-3, or if the Institute is entitled to terminate the contract according to Section-3, the Institute shall be entitled to demand and recover from the Service Provider, liquidated damages equivalent to Security Deposit/Performance Guarantee or any other amount as per prevailing guidelines.

3. The Applicant agrees and undertakes to pay the said amounts, without protestor demur.

### **Section 5. Previous transgression**

1. The Applicant declares that no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Central/State Govt. organization or PSU, that could justify his exclusion from the award of the contract.

2. If the Applicant makes an incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

3. The Applicant or any of its partners/directors, etc., should not have been blacklisted/debarred by any of the government agencies or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws, etc. by any court or any authority appointed to enforce any labour laws.

**Section 6. Equal treatment of all Applicants/Service Providers/Sub-Contractors**

1. The Applicant/Service Provider undertakes to demand from all sub-contractors, a commitment in conformity with this Integrity Pact, and to submit it to the Institute before contract signing.

2. The Institute will enter into agreements with identical conditions as this one which all Applicants, Service Providers, and Sub-Contractor.

3. The Institute will disqualify from the tender process all Applicants, who do not sign this part or violate its provisions.

**Section 7. Criminal charges against violating Applicants/ Service Providers**

1. If the Institute obtains knowledge of the conduct of an Applicant/Service Provider or Sub- Contractor, or of an employee, or a representative, or an associate of an Applicant/Service Provider, or Sub-Contractor, which constitutes corruption, or if the Institute has substantive suspicion, in this regard, the Institute will take necessary action accordingly.

**Section 8. Pact Duration**

1. This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made.

2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined by the Institute.

3. The Pact duration in respect of unsuccessful Applicants shall expire after 12 months of the award of the contract.

**Section 9. Other Provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Institute, i.e. Bilaspur Himachal Pradesh.

2. Changes and supplements as well as termination notices, need to be made in writing before they become effective and binding on both parties.

3. If the Applicant / Service Provider is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intentions.

For the Institute

For the Applicant/Service Provider

Place: Bilaspur H.P.

Witness-1 : .....

Witness-1 : .....

Witness-2 : .....

Witness-2 : .....

Date:.....



**ANNEXURE – G  
INDEMNITY BOND**

(To be executed by the Applicant on the Stamp Paper of Rs. 500/- subsequent to award of contract)

This INDEMNITY made on \_\_\_ (Date) day of \_\_\_ (Month) of 2021 between \_\_\_ (Name & Address of the Applicant) (Hereinafter referred to as the “Indemnifier”, which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and assigns) of the ONE PART and the All India Institute of Medical Sciences, Bilaspur (hereinafter referred to as “the Institute” which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and permitted assigns) of the OTHER PART.

2. WHEREAS by our Mess/Canteen & Catering Services contract agreement dated \_\_\_ between \_\_\_ and \_\_\_, I/we agree to provide Mess/Canteen & Catering Services w.e.f. \_\_\_ till ....., which may be extended for a further period of 1 year at the discretion of the Institute.

3. NOW THIS PRESENTS WITNESSES AS FOLLOWS:

Pursuant to the said Agreement and in consideration of the Premises, I/we, the Indemnifier hereby agree and undertake to indemnify and keep the Institute indemnified

3.1 Against any claim which could arise under the Workmen’s Compensation Act, 1953 and/or under any statutory notification thereof or any of the labour laws or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained, to lay off the workmen or personnel engaged by the Service Provider or other persons whose entry into the office Premises of the Institute, has been authorized by the Service Provider.

3.2. Against any loss to the property and assets of the Institute which have been caused by negligence or unlawful activity of the personnel deployed by me/us in the Premises of the Institute. We also indemnify that the decision of the administration as to the cost of damages caused shall be final and shall be deducted from outstanding dues of the Service Provider.

3.3 Against any claims, losses, expenses which the Institute may suffer or incur as a result of breach of contract.

3.4 I/we further indemnify and keep the Institute indemnified that the Service Provider will be responsible for the conduct of all workmen and personnel deployed by him and shall be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Service Provider or any of the workmen, personnel, agents and others deployed by the Service Provider in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same.

3.5 I/we further agree that the indemnity hereinabove contained shall remain in full force and effect during the currency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till the Institute is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the Service Provider.

3.6 I/we also undertake not to revoke this indemnity during its currency of contract and the Institute will not be liable for any loss or harm to any person within or outside the Premises of the Institute from any act of omission or commission of any of the workmen & personnel, agents any others deployed by the Service Provider in the course of providing any services stated in this contract.

3.7 I/we also indemnify the Institute and/or its employees against all actions, claims, costs, damages, proceedings, suits or any other consequences whatsoever which shall or may be brought or made against the Institute and/or its Employees by anyone whomsoever or which the Institute may pay, suffer or sustain due to non-compliance of terms and conditions of or representation therein by or on behalf of the Indemnifier.

3.8 Without prejudice to the above, I/we further indemnify that the Service Provider will be liable to reimburse the Institute of any cost, legal liability, penalty or fine imposed on the Institute by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the Service Provider or any of the workmen and personnel deployed by the Service Provider in the course of providing any services stated in this contract.

3.9 I/we also indemnify the Institute and/or its employees against any issues arising due to unhygienic preparation, personal hygiene issues and (or) storage of food, improper usage of ingredients and any such issues that may cause harm to the students due to inefficient operation.

4. IN WITNESS WHEREOF THE above named (Name of Indemnifier) has/ have executed these presents on the day, month and year first written above Signed and delivered by the named .....

IN THE PRESENCE OF  
WITNESS:

Signature(s) of the Indemnifier(s)

**ANNEXURE-H**

**DECLARATION, TO BE FURNISHED ON THE LETTER HEAD OF THE ORGANIZATION  
WITH REGARD TO NON - DEBARMENT, BY ORGANISATION**

**UNDERTAKING REGARDING NON - DEBARMENT**

To,

The Executive Director,  
All India Institute of Medical Sciences,  
Bilaspur Himachal Pradesh

I/We hereby confirm and declare that I/we, M/s \_\_\_\_\_, is not debarred for being convicted of an offence under the Prevention of Corruption Act, 1988; or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract during the last 3 years.

I/We further declare that M/s \_\_\_\_\_ or any of its successors, if debarred under the Prevention of Corruption Act, 1988 shall not be eligible to participate in the procurement process of the Institute for a period of 3 years from the date of debarment.

For \_\_\_\_\_

Place:

Signature of the Applicant

Date:

Name& Designation:

**ANNEXURE-I**  
**DECLARATION TO COMPLIANCE TO RFP**

I, \_\_\_\_\_ Son/Daughter/Wife of Shri  
\_\_\_\_\_ Proprietor/Partner/Director, authorized sign

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
2. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of Authorized Person

Place:

Full Name:

Seal:

**ANNEXURE-J**

**Letter of Authorization for Attending Proposal Opening  
(To reach on or before date of proposal opening)**

Date:

To

The Executive Director,  
All India Institute of Medical Sciences,  
Bilaspur Himachal Pradesh

Sir,

**Subject:** Authorization for attending proposal opening on ..... (Date) in the  
Tender for.....

Following persons are hereby authorized to attend the proposal opening  
for the tender mentioned above on behalf of.....  
(Applicant) in order of reference given below.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
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I.

II.

Signature and Seal of the Applicant  
Or  
Officer authorized to sign the proposal  
Documents on behalf of the Applicant

**Note:**

1. Maximum of two representatives will be permitted to attend proposal opening. In cases where it is restricted to one, first preference will be allowed. Alternate representatives will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where proposals are opened may be refused in case authorization as prescribed above is not received.

**ANNEXURE – K**

**Format for Financial Bid  
(to be typed in the letterhead of the firm)**

**Financial Bid**

To

The Executive Director  
AIIMS, Bilaspur H.P.

Dear Sir,

Sub: Selection of Service provider for mess/canteen facility

In response to your advertisement for “Providing mess cum canteen services in Dining Hall A, AIIMS Bilaspur H.P.”, we submit herewith our financial bid.

Menu for the mess

Type of Menu	Daily rate per student (in Rs) (including of all taxes) considering the charges	
	In Figures	In Words
Breakfast		
Lunch		
Evening snacks		
Dinner		
Total		

These rates are applicable for whole contract period mentioned in the document. We also accept to cater to any minor modifications requested by Mess Committee without any additional cost. We hereby agree to abide by the decision of the Mess Committee and terms and conditions mentioned in the schedules. We also agree to attend Mess Committee meetings without fail and implement the decisions taken by Mess Committee in strict compliance. We have enclosed the duly signed copy of all the schedules with the required annexure. We hereby certify that the above rates are inclusive of service tax and any other Central/State Govt. taxes.

**Authorized signatory of the tenderer with seal**

The Price bid must include the price quoted as Daily Rate per person for menu (Schedule-A) with breakage of price for breakfast, lunch, evening snacks and dinner. **The total quoted price should not be less than Rs 110 /person/day nor should be more than Rs 140/person/day. Financial bids with quoted price of less than Rs 110/person/day and more than Rs 140/person/day would be rejected.** All prices quoted by the tenderers should be inclusive of taxes and service charges, as levied by Central and State Governments. The percentage of taxes and service charges must be clearly indicated therein.

**ANNEXURE - L**

**Model feedback form for evaluation**

Sl. No.	Description	Excellent	Very good	Good	Average	Poor	Very Poor
		(5 points)	(4 points)	(3 points)	(2 points)	(1 points)	(0 points)
1	Quality of the food served (Double Weightage)*						
2	Quantity of food served						
3	Cleanliness, hygiene and waste disposal						
4	Catering service and Punctuality						
	Total						

\* Obtained points will be multiplied by two.

Based on the points obtained in the performance evaluation, the following deductions shall be made from the monthly bill, payable to the service provider.

The final decision on the feedback evaluation points will be carried out by the Mess Committee appointed by the Executive Director AIIMS Bilaspur. The service provider is expected to get overall “good” and at least “average” in each category in all months. “Very poor” in any month and “poor” twice in a row will attract additional penalty and / or termination of contract.

**ANNEXURE – M**  
**CHECK-LIST**

TENDER FOR THE AWARD OF MESS-CUM-CANTEEN CONTRACT AT ALL INDIA INSTITUTE  
OF MEDICAL SCIENCES, BILASPUR, HIMACHAL PRADESH

Name and Address of the Applicant:

Name of the Authorized Representative of the Applicant(s):

(i)

(ii)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sr. No.	Description of Requirement	Yes/No	Page No.
1.	Whether Bank Guarantee/FDR of Rs. Twenty thousand for EMD enclosed?  If Yes, (i) Date & No. of the Bank Guarantee/FDR  (ii) Name of the Bank & Branch		
2.	Covering Letter – <b>Form-A</b>		
3.	Whether each page of the RFP is signed?		
4.	Contact Details Particulars as per <b>Annexure-A</b>		
5.	(i) Details of Previous Contracts as per <b>Annexure –B</b>  (ii) Whether a copy of Work order enclosed?		
6.	(i) Details/Particulars of Performance Certificate as per <b>Annexure-C</b>  (ii) Whether a copy of the Performance Certificate issued by the respective organizations enclosed?		
7.	Details/Particulars of Annual Turnover as per <b>Annexure-D</b>		
8.	Whether Declaration to substantiate the claim that the Applicant has average annual turnover of Rs. 50 Lakhs or more exclusively from Mess/Canteen & Catering service activities for 2 out of 5 financial Years from 2015-16 to 2019-20 are enclosed as per <b>ANNEXURE-E</b>		
9.	Income-tax Returns for the last 3 assessment years, i.e. Assessment Years 2018-19, 2019-20 and 2020-21.		



10.	Balance Sheet and Profit & Loss account for the last 3 financial years, i.e. Financial Years 2017-18, 2018-19 and 2019-20.		
11.	Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship.		
12.	Proof of address in the form of any of the documents such as copy of Telephone bill, Electricity Bill, Registered Lease Deed or Leave & License Agreement. Telephone bill and Electricity bill should not be more than three months old from the month of opening of Technical Proposal.		
13.	Certificate from ESI Corporation.		
14.	Certificate from EPF Organization.		
15.	Registration certificate under Contract Labour Act (Regulation & Abolition) 1970.		
16.	Registration certificate for Goods and Services Tax.		
17.	Integrity Pact, duly signed by the Applicant as per <b>ANNEXURE - F. (Only in case of successful/selected bidder)</b>		
18.	Indemnity Bond as per <b>ANNEXURE - G. (Only in case of successful/selected bidder)</b>		
19.	Undertaking by the Applicant in <b>ANNEXURE - H</b> that the Applicant has not been debarred by any procuring Authority during the last 3 years.		
20.	Declaration to compliance to Tender as per <b>ANNEXURE - I</b>		
21.	Letter of Authorization for Attending Proposal Opening as per <b>ANNEXURE - J</b>		

Date:

Place:

*Stamp/ Seal of the Applicant  
Name and Signature of the  
Authorized Signatory*