

**Tender**  
**For**  
**Mess Services**  
**At**  
**All India Institute of Medical Sciences**  
**Gorakhpur**

<b>NIT Issue Date</b>	<b>: 21<sup>st</sup> June, 2019</b>
<b>NIT No.</b>	<b>: Admn/Tender/02/2019-AIIMS.GKP</b>
<b>Pre-Bid Meeting</b>	<b>: 11<sup>th</sup> July, 2019 at 03:30 PM</b>
<b>Last Date of Submission</b>	<b>: 25<sup>th</sup> July, 2019 at 03:00 PM</b>
<b>Bid opening</b>	<b>: 26<sup>th</sup> July, 2019 at 03:15 P.M</b>

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

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All India Institute of Medical Sciences (AIIMS), Gorakhpur, Uttar Pradesh, an apex healthcare Institute being established by Act of Parliament of India under aegis of Health & Family Welfare, Government of India, invites online tenders for opening of Mess Services at AIIMS Gorakhpur. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

### **Scope of Work:**

- 1 The Institute requires contractor(s) to run Mess Services at AIIMS Gorakhpur on subsidized rates as fixed by the Institute to cater for the needs of the students, residents, faculties, staff and visitors attending the Institute.
- 2 To fix the menu in consultation with the committee of the Institute from time to time.
- 3 Strict adherence to the timings, menu and prices of extra items will be made as determined by the Committee in consultation with the Caterer.
- 4 The strength of mess members is expected to be 50 during the year. During the summer and winter vacations, mess shall remain closed, unless prior agreement is reached between the Committee and the Caterer.

### **Terms & Conditions: Instructions-**

1. **Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**
2. The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
3. **Tenderer/Contractor are advised to follow the instructions provided in the “Instructions to the Contractors/Tenderer for the submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>”.**
4. One contractor or contractors having business relationship shall submit not more than one tender. Under no circumstance, father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.

#### **6. EMD Payment:**

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 40,000/- (Rupees Forty Thousand Only) by way of demand drafts or Bank Guarantee or FDR only. The demand drafts shall be drawn in favour of “**AIIMS, Gorakhpur**” payable at Gorakhpur only. **The demand drafts or Bank Guarantee or FDR for earnest money deposit must delivered to the AIIMS, Gorakhpur on or before last date of bid submission date/time.** The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.

The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI)/ MSME are exempted to submit the EMD (copy of registration must be provide along with).

The Hard Copy of original instruments in respect of earnest money deposit must be delivered to the Committee AIIMS, Gorakhpur on or before last date of bid submission date/time as mentioned. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc. against the submitted bid.

**7. Submission of Tender:**

The tender shall be submitted online in Two parts, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

8. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

**Technical Bid**

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document.

**Financial Bid –**

**Bidder must submit financial bid in .xls (Excel workbook 97-2003 workbook) only.**

- i. Signed and scanned copy of appropriate value of valid registration certificate, experience certificate as per the tender notice, PAN, GST registration certificate and Tender Acceptance Letter.
- ii. Signed and scanned copy of documents like Earnest Money Deposit.

**Terms & Conditions: General Conditions-**

1. Pre-bid meeting shall be held in the AIIMS, Gorakhpur to clarify any queries of the tenderer on **11<sup>th</sup> July 2019 at 03:30 PM.**
2. **Period of Contract:** The contract period shall commence on the date of Commencement and shall remain for 1 year. The period is further extendable for a maximum period of 2 years (1 year at a time) on the same terms and conditions and the rates at which the contract is awarded will be valid throughout the contract. No claims whatsoever on account of increase in the rate of material to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear such other expenses.
3. All the Technical Bids will be scrutinized, by the Committee to check all relevant documents for their authenticity and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.
4. No tenderer will be allowed to withdraw after submission of the tenders within the bid validity period, otherwise the EMD submitted by the tendering firm would stand forfeited.
5. In case the successful tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
6. A formal contract between Contractor & Committee, AIIMS Gorakhpur shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.
7. The successful tenderer will have to deposit a Performance Bank Guarantee of Rs. 2,00,000.00 (Rupees Two Lakhs only) by way of Bank Guarantee of scheduled bank in favour of Committee, AIIMS, Gorakhpur as per the prescribed format attached as Annexure -IV payable at Gorakhpur valid for 60 days beyond the expiry period of contract.
8. The successful Tenderer will have to deposit the Bank Guarantee or FDR and commence the work within 15 days of acceptance of tender otherwise the contract may be cancelled and EMD will be forfeited.
9. Each page of the tender documents and papers submitted along with should be numbered, signed and stamped by the authorized signatory in acceptance of the terms and conditions laid down by the

Committee, AIIMS, Gorakhpur.

10. The Committee, AIIMS, Gorakhpur reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.
11. The Committee, AIIMS, Gorakhpur reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
12. Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done.
13. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate put forth by the tenderer shall be summarily rejected.
14. The contractor shall bear the cost, if required, for necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to Mess AIIMS. He shall assure Committee against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which Committee may be party or involved because of the contractor failure to comply and of the obligation under the relevant act law, which the contractor is to follow.
15. The successful bidder/contractor will be required to enter into an Agreement/ Contract.
16. The services will be provided to the Institute' Mess at the fixed rate.
17. The Mess will run on all days including Sundays and Holidays.
18. The timings and working days of the Mess will be regulated by the Committee.
19. The contractor will be responsible for maintaining adequate number of persons engaged in cooking distribution of food and disposal of garbage and left over food.
20. The responsibility of maintaining the cleanliness and hygienic condition of the Mess and proper disposal of waste will be of the contractor, at his own cost.
21. The bearer/ staff (not below the age of 18 years) employed by the contractor shall have to be medically fit, neat and clean. The contractor shall not employ young children as prohibited under the law/ rules/ regulations.
22. The caterer shall, at his cost, maintain adequate stocks of food grain, grocery etc., and adhere to the standards as prescribed by the Committee.
23. Vegetarian and Non Vegetarian food will be cooked and served separately.
24. Major civil and electrical works will be attended by Institute. Minor maintenance jobs such as replacement of light bulbs, tube lights etc. shall be the responsibility of the contractor.
25. The contractor shall be responsible for ensuring safety and maintenance of all the

equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found, then the same will be recovered from the contractor. The contractor shall take adequate fire precautions.

26. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the Institute.

27. The successful tenderer shall not sub-let the premises either in whole or in part. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of clothes etc. will be allowed in the Mess.

28. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.

29. Electricity charges shall be paid by contractor as per actual consumption on the prevailing rates or at such higher rates as may be decided by the Institute from time to time. Water will be provided by the Institute.

30. The technically qualified Bidder who submits the lowest financial bid amount shall be declared as successful bidder (L1) and communication to that effect shall be made subject to approval and as decided by the competent Authority.

31. Quality of food/services provided will be inspected/ checked from time to time and if found unsatisfactory, the contract may be cancelled at any time by the Committee with/ without furnishing any notice. The Committee reserves the right to impose a fine, if deemed necessary.

32. The conduct/characters/antecedents and proper behavior of the workers in the Mess shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees (permanent, temporary, casual) to the Institute. All the employees should be police verified.

33. The decision to award the Mess contract will be taken on the basis of prices quoted, feasibility, quality and quantity.

34. Police verification and worker's identity cards will be compulsory before taking the charge of Mess. Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.

35. Dining hall furniture, service counters, crockery, cutlery etc. will be provided by Institute. Upkeep of all items provided by the Institute shall be the sole responsibility of the caterer. Maintenance of kitchen equipment will be covered to the scope of service contract entered into by Institute with equipment suppliers, but catering contractor should inform service contractor of maintenance requirements. Additional expenses on repairs and maintenance of equipment, if any, shall be borne by the caterer.

36. Commercial cylinders, refilling of commercial cylinders and procurement of good quality provisions and other consumables is the responsibility of the caterer. The contractor will use only commercial cylinder and ISI marked gas stove for cooking.

37. Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor.

38. Cleaning and Housekeeping of Kitchen and dining area, will be the sole responsibility of the

caterer. Cleaning of Utensil, Cutlery, Crockery, and Kitchen Equipment furniture will also be the sole responsibility of the caterer. Caterer will maintain full cleanliness and hygienic conditions in the canteen.

39. The caterer shall attend the monthly meeting of the Committee failing which penalty as deemed fit by the Committee will be imposed.

40. The tenderer will be provided with the space and infrastructure like tables, chairs, lights, fans, water coolers and water supply.

41. Quality of materials and preparation: The tenderer shall ensure that:

- (a) Food ingredients, additives and materials must be of best quality available in the market,
- (b) Vegetables, bread, fruits, chicken and other such perishable items should be purchased fresh from the market on daily basis,
- (c) The Tenderer shall take meticulous care to provide clean and quality food in all preparations,
- (d) The food items decided by the Committee should be invariably followed. The committee members shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day, and
- (e) Waste and garbage disposal must be done twice a day on regular basis. If found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, if deemed necessary

42. The Tenderer shall ensure that either he himself remains present during services to the students or one of his responsible supervisors remains present.

43. The Tenderer shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.

44. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than AIIMS, Gorakhpur students, residents, faculties, staff and visitors attending the Institute.

45. The tenderer shall not keep the Mess closed without prior permission from the Committee, AIIMS, Gorakhpur authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by Committee, AIIMS, Gorakhpur, as it may deem fit.

46. The tenderer shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the Mess services, in addition to what is provided by AIIMS, Gorakhpur.

47. The tender is liable to exclusion from consideration if:

- a) Any attempt at negotiation direct or indirect on the part of the tenderer with the authority to whom he has submitted the tender
- b) or the authority who is competent finally to accept it after he has submitted his tender
- c) or any endeavor to secure any interest for an actual or prospective tenderer
- d) or to influence by any means the acceptance of a particular tender.

#### **A. Qualifying Requirements:-**

1. The firm must have valid food license certificate issued on or before date of issuance of tender.
2. The firms/ agencies should have at least three years' experience and approximate 50 persons or more in an organization in the field of Mess/ Catering services in Central Government department/ Autonomous Institutions/Universities/Public Sector undertakings for the Government of India in last 3 years along with a certificate from the agency where the job was carried out.
3. The firms/ agencies must have annual average turnover of Rs. 20 lakhs during the last three years as per their audit books of accounts/Tax Returns in Mess Services/ Catering Services and should have

experience in the field of Mess/ Catering services

4. A firm having any suit/criminal case pending against its proprietor or any of its Directors (in case of Pvt. Ltd. Company) or having been earlier convicted for violation of PF/ESI/Minimum Wages Act or any other laws in force shall also not be eligible.
  5. Bid should be complete, covering the entire scope of job and should confirm to the General, and Special Conditions indicated in the bid documents. Incomplete and non-confirming bids will be rejected outright.
  6. No Joint Venture/ Consortium is allowed to participate in the Tender Process.
  7. Tenderer should submit an undertaking on firm's letterhead in this regard.
  8. List of the present contract with public and private institutes.
  9. Certificate for registration with income tax, GST, PF, ESI, Labor License and any authority, if applicable.
10. **Authority of person signing document:** - A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such. If, on enquiry, it appears that the person so, signing had no authority to do so, the Committee, AIIMS Gorakhpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
11. **Validity:** The quoted rates must be valid for a period for **180 days** from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
12. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

### **B. Legal Terms and Conditions:-**

1. The Tenderer should make sure that his work should be as per the guidelines laid by **FSSAI (Food Safety and Standards Authority of India)**
2. It is responsibility of the Tenderer to undergo through the **Food Safety Audit** as conducted by FSSAI from time to time to check compliance with the standards of food safety and hygiene prescribed under Schedule 4 of the Food Safety and Standards (Licensing and Registration of Food Business) Regulation, 2011 in the premises of canteen in mess building at AIIMS, Gorakhpur.
3. The tenderer (food business operator) should have at least one trained and certified person in their business premises to ensure food safety. He may nominate a person as food safety supervisor and get him/ her trained under the FSSAI FoSTaC programme.
4. The Tenderer and his staff shall abide by various rules and regulations of AIIMS, Gorakhpur as prevalent from time to time.
5. The Tenderer shall comply with all existing labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Tenderer in respect of non-compliance of any labour legislation in force during the validity of the contract, the Tenderer would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
6. The Tenderer shall submit to Committee, AIIMS, Gorakhpur a list of all workers engaged to carry out the catering work, indicating name, age, home address, qualifications, etc, and would intimate as and when any change takes place. The Tenderer shall not at any time engage any minor to carry out the work under the contract.
7. The Tenderer shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.

8. Committee, AIIMS, Gorakhpur would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Gorakhpur rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff. The decision of AIIMS, Gorakhpur's management in this regard would be final and binding on the Tenderer. In such an event, Committee, AIIMS, Gorakhpur shall have the right to engage any other tenderer to carry out the task.
9. The Tenderer and his staff shall comply with all instructions and directions of the Committee, AIIMS Gorakhpur authorities given from time to time. In the event of any emergent situation, the staff of the Tenderer shall comply with instructions given by the Committee, AIIMS, Gorakhpur authorities, without waiting for confirmation by the Tenderer.
10. All the workers engaged by the Tenderer for carrying out tasks under this contract, shall be deemed to be the employees of the Tenderer only. The tenderer shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The tenderer shall also provide its Workers photo-identity cards which shall be checked by the Committee, AIIMS, Gorakhpur, as and when necessary.
11. The successful vendor shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Committee of AIIMS, Gorakhpur.
12. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of canteen according to **FSSAI (Food Safety and Standards Authority of India)** and other related documents including for complying with any statutory requirements and provisions of applicable laws.
13. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
14. The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
15. **Dispute Settlement:** - It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations. If such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Committee, AIIMS, Gorakhpur whose decision shall be final and binding on both the parties.

### **C. Other terms and conditions:**

1. **Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Committee, AIIMS, Gorakhpur. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.
2. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of Committee, AIIMS, Gorakhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.
3. **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning

any reason thereof and nothing will be payable by AIIMS, Gorakhpur in that event the security deposit shall also stands forfeited.

4. **Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified Committee, AIIMS, Gorakhpur shall have the power to terminate the contract without any prior notice.
5. The Committee, AIIMS Gorakhpur, reserves the right to review the performance of the firm every three months or whenever needed, and to terminate the contract at any point of time during the currency of the contract in case of performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the competent authority shall be binding on the contract firm. The Committee, AIIMS Gorakhpur further reserves the right to renew the contract the such period(s) as it may deem necessary, taking into account the satisfactory performance of the firm during the currency of the contract.
6. In case of pecuniary and material loss suffered by the Institute on account of negligence attributable to the Contractor or his employees, the AIIMS Gorakhpur will have the right to forfeit the Security Deposit falls short or found to be insufficient to the loss thus incurred by the Institute, the balance, as may be necessary shall be recovered from the contractual charges due to the contractor's firm. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration of the competent authority in this behalf.
7. The standard of sanitation will always be up to the satisfaction of the authorized representative or the officer-in charge whose decision in this regard shall be final and binding on the contractor.
8. The contractor shall supply to his workers all gadgets/articles required for safety purposes, such as gas masks, torch, safety belt, gas lantern etc. He may also maintain a First Aid Box to meet any emergency in respect of staff deputed by him.
9. The intending tenderers may mention the rates clearly in figures as well as in words in the enclosed format. The tenders not submitted in the specified manner or those found to be incomplete in any respect would be summarily rejected.
10. The work shall be carried out satisfactorily as per the directions of the Committee, AIIMS Gorakhpur. The Committee, AIIMS Gorakhpur reserves the right to impose a monetary penalty not exceeding 10% of the monthly contractual charges of the respective item, if he notices or it is brought to his notice any unsatisfactory cleaning, non-wearing of uniforms and gumboot by the employees deputed by the contractor firm.
11. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer.
12. Conditional bid will be treated as unresponsive and it may be rejected.

#### **D. Applicable Law:**

**The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.**

1. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Gorakhpur, Uttar Pradesh, India only.

2. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Gorakhpur. The decision of the Arbitrator shall be final and binding on both the parties.

**E. Hygiene & Other Standards for the staff provided by the Contractor:**

1. The contractor shall be responsible for behavior and conduct of his workers. The contractor shall engage no worker with doubtful integrity of having bad record.
2. The employees should be in proper uniform at the time of work. The uniform provided to the workers by the contractor should be different and distinguish from other categories of the Institute staff with nameplate & badges.
3. The employees should be presentable in appearance i.e. well cut and groomed hair, properly combed, neat shaved etc.
4. Contractor/service provider shall get medical examination of the staff deployed to ensure that they are free from any contagious diseases and/or are fit for discharge of duties as are assigned to him/her. Medical certificate every six months shall be provided starting from the date of start of work.
5. The Contractor shall provide its staff, a minimum of two sets of uniforms. The employees shall also display a photo identity card on their person clipped to the shirt at all times.
6. Right of the Committee, AIIMS, Gorakhpur: - The Committee, AIIMS Gorakhpur reserves the right to suitably increase/reduce the scope of work put to this Tender. In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the contract Document, interpretation of the Clauses by the Committee, AIIMS, Gorakhpur shall be final and bindings on all Parties.

**F. Force Majeure: -**

1. Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirement of this agreement is due to circumstances beyond the control of Committee, AIIMS, Gorakhpur or Successful vendor.
2. If because of any strike or lockout either in AIIMS or in the Local area, the Successful vendor is unable to function or his business is affected, AIIMS shall not be liable for any loss, which the Successful vendor may suffer in such an event.

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

The caterer will be fined in case of violation of the following rules on the recommendation of Committee:

1. Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 5,000/- on the caterer.
2. Three or more complaints of insects and/or foreign object cooked along with food found in any food item would invite a fine of Rs. 10,000/- on the caterer.
3. Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 10,000/- on the caterer.
4. If Committee agrees that certain meal was not cooked properly then a fine of Rs. 10,000/- would be imposed on the caterer.
5. If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for lunch and dinner, and 10 minutes of breakfast then a fine of Rs. 5,000/- would be imposed on the caterer. The timing for that meal will be extended equivalent to delay time.
6. Changes in menu of any meal without permission of Committee would result in a fine of Rs. 10,000/- on the caterer.
7. Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs. 20,000/- on caterer for every instance.
8. For any rules stated in the agreement,
  - First violation of the rule implies fine as per the rule.
  - Second and subsequent violations of the same rule within 30 days of previous fine will attract triple the initial amount of fine on the caterer.
9. Absence of proprietor or his representative empowered to take decision from mess council meetings

on due invitation (which will be held once every month) will attract a fine of Rs. 25,000/- on caterer.

10. As and when Committee proposes a fine it will inform the representative of the caterer or mess manager and fine will be imposed.
11. Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the Committee.
12. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine upto Rs 50,000/- or summary termination of the Contract.

#### **H. Payment Terms:**

1. Committee, AIIMS Gorakhpur shall pay the agreed amount on production of monthly bill (in duplicate) for the amount due towards services rendered during the preceding one month. The monthly bill shall include supporting documents, satisfactory performance certificate along with documents verifying payment by the agency to its employees in the previous month. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
2. Similarly, as and when faculty/staff/visiting faculty avail Mess/mess services, such charges should be collected by the tenderer directly, and the Institute shall not be responsible for the same.

#### **I. Mess timing:**

Mess timing would normally be as under. The Committee however reserves the right to make any alternation in it in consultation with the caterer:-

Breakfast	06:30AM to 09:00 AM
Lunch	01:00 PM to 02:00 PM
Snacks	05:30 PM to 06.30 PM
Dinner	08:00 PM to 09:30 PM

1. Rebate will be given to students with approval of Provost for a minimum period of three days on which he / she does not avail mess facility with prior intimation.
2. Sufficient counters for every meal shall be made operational. The decision of Committee in this regard shall be final.
3. In case mess is closed on any occasion or owing to pest control etc., special lunch / dinner shall be provided to the student at no extra cost.

**Deputy Director (Admin.)  
AIIMS, Gorakhpur**

**Annexure-I**  
**Technical Bid**

**(In Separate sealed cover-I super scribed "Technical Bid")**  
**Having read and accepted all terms and condition in the tender document we submit the details for Cafeteria as follows:-**

<b>1</b>	<b>Name and address of the Registered office of the agency/ firm</b>	
<b>2</b>	<b>Name of the owner(s) Partners (Attach Bio-data of all Partners)</b>	
	<b>Telephone no.</b>	
	<b>Residence</b>	
	<b>Office</b>	
	<b>Mobile</b>	
<b>3</b>	<b>List of Organizations/office, where firm is presently providing cleaning services (Mention)</b>	
<b>4</b>	<b>Details of EMD No. Date, Amount, and Bank name</b>	
<b>5</b>	<b>Whether the firm/ agency is registered, attached copy of the certificate of registration</b>	
<b>6</b>	<b>GST Number</b>	
<b>7</b>	<b>PAN</b>	
<b>8</b>	<b>Food License</b>	
<b>9</b>	<b>Details of the Similar work which have done by the contractor or in under process (please attach proof)</b>	
<b>10</b>	<b>Please attach the copies of the Annual certificate/ audited balance sheets for 2015-16, 2016-17 and 2017-18.</b>	

**Name: -** .....

**Address: -** .....

**Phone No: -** .....

**Email: -** .....

**Seal: -** .....

**Place:-**

**Date :-**

## **General Structure of the mess menu**

### **BREAKFAST:**

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

### **And**

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

### **LUNCH:**

1. Rice (unlimited),
2. Chappati or plain-parantha or poori (unlimited),
3. Dal or Sambhar or Curry or rajma or chola (unlimited).
4. Vegetable (fried) (unlimited),
5. Curd or its other form (raita, chhach) or flavoured drink (Rasna, Roohafza etc.)
6. Pickle & salad ( lemon and any of three viz. tomato, carrot, beetroots, cucumber & onion)
7. One Papad.

### **SNACKS:**

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

### **DINNER:**

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

### **Note:**

- a. Fennel seeds / sugar & pickles shall be provided with every form of meal. Either Curd or its other form must be served with every lunch. Ketchup shall be provided with Samosa, bread pakora, Parantha etc. in breakfast. Imli, tomato Chutney shall be served with kachori, samosa & other forms of Snacks. Coconut Chutney & Sambhar will be served with all south Indian breakfast foods. One serving of Sweet Dish or One scoop of Ice-cream or Milk-shake (200ml) or one serving of mixed fruits have to be served with special meal. Sweet must include all forms of Bengali, Gujarati or south Indian dishes.
- b. Special meals will be served twice a week i.e. for non-vegetarians there will be two servings for non-veg in dinner [one egg item-egg curry / egg bhurjee / masala egg etc. (Wednesday); and another non-veg. item masala chicken / mutton-korma / fish / butter chicken/ chicken or mutton biryani (Sunday)]. Equivalent veg. preparations like malai kofta/ kadhai paneer/ paneer butter masala and some special veg. (as decided by the Committee) will be served also. Each special meal will have sweet dish/ Ice-cream/ Pudding.

**Brands of consumables permissible in Mess Services**

<b>Item</b>	<b>Brand</b>
1. Salt	Tata/ Annapurna/ Catch/ Saffola/ Nature fresh
2. Spices	M.D.H. Masala/ Badshah/ Everest
3. Ketchup	Maggi/ Kissan/ tops
4. Oil	Sunflower/ Sundrop/ Saffola/ Fortune/ Natural (Use of Hydrogenated (vanaspati) oil is prohibited)
5. Pickle	Mother's recipe/ Priya/ MTR
6. Atta	Ashirvad/ Pillsbury/ Annapurna/ Shakti bhog
7. Rice	Dawat/ Lal quila/ kophinoor/ india gate
8. Instant Noodles	Top Ramen/ Maggi
9. Flavoured fruit drinks	Real/ Amul/ minute maid/ Tropicana
10. Papad	Lijjat/Bhikaji/Oswal
11. Butter	Amul, Britannia/ Mother Dairy/ Saras
12. Bread	Modern/ Kwalitiy/ Figo/ Suncity/ Britannia,
13. Cornflakes	Kellog's/ Bagrry's/ Kwalitiy
14. Jam	Kissan/ Maggi/ Tops
15. Ghee	Amul/ Mother Dairy/ Milk food/ Saras
16. Milk	Saras/ Amul/ Mother Dairy (Without Water)
17. Paneer	Amul/ Saras
18. Tea	Brook bond/ Lipton/ Tata/ Taaza/ Taj Mahal
19. Coffee	Nescafe/ Bru instant
20. Ice Cream	Amul/ Mother Dairy/ Kwalitiy/ Havmor

The canteen operator may use any other standard/ FPO approved brands only if permitted by the Mess Committee.

**Annexure - III**  
**Proforma of Performance Bank Guarantee**

- 1 In consideration of the Committee, All India Institute of Medical Sciences, Gorakhpur (hereinafter called "The Client") having offered to accept the terms and conditions of the proposed agreement between Committee, AIIMS Gorakhpur and ..... (here in after called "the said contractor(s) for the work of Contract Cafeteria (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... only) as a security/ guarantee from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.
- 2 We..... (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank).
- 3 We ..... do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Committee, AIIMS, GORAKHPUR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding Rs. (Rupees.....)
- 4 We, the said Bank, further undertake to pay to the Committee, AIIMS Gorakhpur any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
- 5 We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the AIIMS, Gorakhpur under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Member Secretary, Committee, AIIMS Gorakhpur on behalf of the Committee, AIIMS Gorakhpur, certifies that the terms & conditions of the said contractor(s), and accordingly discharges this guarantee. We..... further agree with the Committee, AIIMS Gorakhpur that the Committee, AIIMS Gorakhpur (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Committee, AIIMS Gorakhpur against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Committee, AIIMS Gorakhpur or any indulgence by the AIIMS, Gorakhpur to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 7 We..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Committee, AIIMS Gorakhpur in writing.
- 8 This guarantee shall be valid up to ..... unless extended on demand by the Committee, AIIMS Gorakhpur Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees..... Only), and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the ..... day of ..... for .....  
(Indicate the name of the Bank)