



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES DEOGHAR**  
(स्वास्थ्यएवंपरिवारकल्याणमंत्रालय , भारतसरकारकेअधीनराष्ट्रीयमहत्वकासंस्थान)  
(An Institution of National Importance under Ministry of Health & Family Welfare)  
**भारतसरकार/ Government of India**  
Devipur, Jharkhand- 814152

**Tender For**  
**Cafeteria Services at Academic Block**  
**All India Institute of Medical Sciences, Deoghar**

**TENDER NO.: AIIMS/DEO/Cafeteria/2024-25/03**

**BID DOCUMENTS**



**Price of bid documents : Rs 1500/-**



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES DEOGHAR**

**(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के अधीन राष्ट्रीय महत्व का संस्थान)**

**(An Institution of National Importance under Ministry of Health & Family Welfare)**

**भारत सरकार/ Government of India**

**Devipur, Jharkhand- 814152**

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**SECTION-I**  
**QCBS Two-Bid System e –TENDER**

On behalf of Director, All India Institute of Medical Sciences, Deoghar (AIIMS Deoghar), invites electronic online bids (e-Tender) through website of AIIMS, Deoghar [www.aiimsdeoghar.edu.in](http://www.aiimsdeoghar.edu.in) (for ref. only) and CPPP web site <https://eprocure.gov.in/eprocure/app> under **Quality and Cost Based Selection Two Bid system (Part I: Techno commercial bid & Part II: Price Bid or BOQ) from reputed, experienced and financially sound Companies/Firms/Agencies “FOR CAFETERIA SERVICES AT AIIMS, DEOGHAR.”** Manual bids shall not be accepted.

AIIMS, Deoghar request bidders to quote in line with tender documents uploaded & submit the offer on our e-portal <https://eprocure.gov.in/eprocure/app>.

Upload of Tender: Tenderers are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender documents along with clear scanned copies of requisite documents to substantiate the claim towards their credentials while the tender shall be submitted online in soft copy on our e-tendering portal.

All interested bidders have to submit techno commercial bid (Part I) & Price Bid (BOQ) (Part II) strictly in the tender format available online on e-portal. No other form of bid shall be accepted and the tender shall be summarily rejected. Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

Earnest Money Deposit has to be submitted as per NIT /Tender instructions before the due date and time of tender techno commercial bid opening , failing which the bid shall be liable for rejection.

For & on behalf of Director,  
AIIMS, Deoghar  
Faculty in Charge Tender

All India Institute of Medical Sciences (AIIMS), Deoghar, Jharkhand, 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 24-hour cafeteria at AIIMS Deoghar from reputed, experienced and financially sound Companies/Firms/Agencies/Individuals. They are requested to quote their best offer along with the complete details of specifications, terms & conditions mentioned in the document.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The Executive Director, & CEO, AIIMS Deoghar reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly without assigning any reason. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

- **Tender documents may be view and downloaded from the website of AIIMS, Deoghar [www.aiimsdeoghar.edu.in](http://www.aiimsdeoghar.edu.in) (for reference only) and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET of NIT.**
- **The bid is to be submitted online only on <https://eprocure.gov.in/eprocure/app> up to the last date and time of submission of bids.**
- **Type of Tender: Open Tender –QCBS Two Bid System.**

**CRITICAL DATE SHEET**

Published Date	07/09/2024, 01:00 PM
Bid Document Download / Sale Start Date	07/09/2024, 01:00 PM
Bid Submission Start Date	07/09/2024, 01:00 PM
Seek Clarification Start Date	07/09/2024, 01:00 PM
Seek Clarification End Date	13/09/2024, 01:00 PM
Pre-Bid meeting Date	13/09/2024, 01:00 PM
Bid Submission End Date	21/09/2024, 05:00 PM
Document Download/ Sale End Date	21/09/2024, 05:00 PM
Bid Opening Date	23/09/2024, 11:00 AM
Earnest Money Deposit	Rs.5,00,000/- (Rs Five lakh only) By Demand Draft in favor of AIIMS Deoghar Payable at Deoghar.
Performance Security	Rs.5,00,000/- (Rs Five lakh only) By Fixed Deposit Receipt/DD/Bank Guarantee in favor of AIIMS Deoghar Payable at Deoghar.
Place of opening of bids	All India Institute of Medical Sciences (AIIMS), Deoghar.Ramsagar, Devipur Jharkhand- 814152
Address for communication	Faculty In-charge,Tender AIIMS Deoghar Ramsagar, Devipur, Jharkhand- 814152.

### (A) Scope of Work:

- The Institute requires Cafeteria contractor(s) to run the Cafeteria services at AIIMS Deoghar to cater for the needs of the students, staff, faculties, beneficiaries and visitors attending the Institute.
- The cafeteria services are also required to be extended during the examinations seminars, workshop, farewell, annual events and orientation courses etc.
- To fix the menu in consultation with the Mess committee of the Institute from time to time.
- To supply Tea/Coffee/Cold Drinks/Lunch/Sweets/Fruits/Snacks etc. as per the details mentioned in the tender documents as and when required.
- If required, the contractor may be asked to provide cafeteria services at more than one palace at AIIMS Deoghar after approval of competent authority.

### (B) Important Information

1. On behalf of Director, All India Institute of Medical Sciences, Deoghar (AIIMS Deoghar), invites electronic online bids (e-Tender) through website of AIIMS, Deoghar [www.aiimsdeoghar.edu.in](http://www.aiimsdeoghar.edu.in) (for ref. only) and CPPP web site <https://eprocure.gov.in/eprocure/app> under **Quality and Cost Based Selection Two Bid system (Part I: Techno commercial bid & Part II: Price Bid or BOQ) from reputed, experienced and financially sound Companies/Firms/Agencies “FOR CAFETERIA/(CANTEEN)S AT AIIMS, DEOGHAR.”** Manual bids shall not be accepted.
2. The bidder has to pay rent for the area provided:  
Dimensions of the Areas: 67 Sq Ft. (Diagram of the Kitchen area is Annexed)  
Dimensions of the Areas: 202 Sq Ft. (Diagram of the Canteen area is Annexed)

#### NOTE:

**Monthly rental charges for only Kitchen area will be charged.** Highest Bidder for the Monthly Rent, with the HIGHEST Technical score will sum as Q Score. The award of the contract will be granted to the HIGHEST Q score. Q Score calculation will be as per QCBS score of Technical and Price Bid Evaluation, refer Quality cum Cost Based Selection (QCBS), pg. no.14 & 15.

3. **If tampering of any clause of the bid document is found in the submitted bid document, it will be summarily rejected and EMD amount shall be forfeited.**
4. **Submission of Bids:** The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per guidelines mentioned in the portal. Bid has to be submitted only online at <http://eprocure.gov.in/eprocure/app> in **two bid systems** i.e. (i) **Qualification/Technical bid** and (ii) **Financial bid in the prescribed proforma.** All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the bid documents. **Bid sent by any other mode will not be accepted.** The list of documents to be submitted along with qualification bid and financial bid are detailed in Section- VII of the Bid Document.
5. AIIMS, Deoghar reserves the right to amend or withdraw any of the terms and conditions contained in the Bid Document or to reject any or all bids without assigning any reason. The decision of the Executive Director and CEO in this regard shall be final and binding on all.
6. The aforesaid DDs/Pay orders towards cost for Bid Document and EMD should be submitted offline to the bid inviting authority i.e. AIIMS, Deoghar, on or before 16:00 hrs on **21/09/2024** along with all the documents signed on each page which have been uploaded online on or before 16:00 hrs on 21/09/2024. The DD towards the cost of Bid Document and that towards the Earnest Money Deposit should bear the date after the date of issue of Notice Inviting Tender.

7. If the bid opening date is declared a holiday by Government of India due to any reason, then the bid shall be opened on next working day at the same time.
8. Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited. The bids submitted by such persons who resort to canvassing will be liable to be rejected.
9. Other details are available in Bid document.

Faculty in charge Tender  
AIIMS Deoghar

**SECTION-II**  
**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

**To,**  
**The Executive Director.**  
**AIIMS, Deoghar**  
**Ramsagar, Devipur, Deoghar**  
**Jharkhand- 814142**

Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No:

Name of Tender / Work: -

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Witness .....

Address of witness

Signature of the Bidder

**NO DEVIATION CERTIFICATE**

Bidder's Name & Address : ..... ..... ..... ..... .....	To, Faculty In charge, Tender Procurement Cell, AIIMS Deoghar Ramsagar, Devipur, Deoghar Jharkhand- 814152.
------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------

1. With reference to our Bid (Reference No. .... dated ..... ) for .....I works at AIIMS Deoghar, Bihar, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.
2. We further confirm that any deviation variation or additional conditions etc. or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of : .....

Stamp & Signature : .....

Name : .....

Designation : .....

Date : .....

(Sign with seal of bidder)



**SECTION III**  
**INSTRUCTION TO BIDDERS**

**(A) DEFINITIONS:**

- **"Department"** means AIIMS, Deoghar
- **"The Bidder"** means the individual/ firm/Company/Agency who participates in the bid.
- **"The Services"** means provision of cafeteria service as per the scope of work and details mentioned in the tender document under the contract/agreement.
- **"The Advance work Order"** means the intention to place the supply Order on the supplier.
- **"The work Order"** means the order of supply of materials/services placed (including all attachments and appendices and all documents incorporated by reference therein) on the supplier. The supply order shall be deemed as **"Contract"** appearing in the document.
- **"The Contract Price"** means the price payable to the Supplier under the supply order for the full and proper performance of its contractual obligations.
- **" QCBS "** means **Quality and Cost Based Selection**

**(B) Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of the bid. Institute will in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

The bidder is requested to go through all instructions, forms, terms and conditions mentioned in the Bid document and he should put his signature with seal on each page of bid document. Failure to furnish any information required as per Bid document or submission of the bids not substantially responsive to the Bid document in any respect will be at the bidder's risk and may result in rejection of the Bid.

**(C) Documents Required (Pre-qualification criteria)**

**Following documents must be submitted for establishing Bidder's Eligibility along with the bid document:**

1. Copy of PAN Card.
2. The annual turnover of each year of services provided by the bidder should not be less than Rs. Two Crore in each of the last three financial years i.e.2021-22, 2022-23 and 2023-24 as per their audit book of accounts and returns /balance sheet, relevant certificate to be attached.
3. The bidder shall have at least 3-year experience of Cafeteria/ Canteen (Not Mess Service) in any Central Govt. Medical College Hospitals/Institute of National Importance/NIT/IIT/IIM/IIIT/central PSU.
4. Copy of the IT return of last three financial years (i.e. Financial Year 2021-22, 2022-23 and 2023-24).
5. Original "Copy of Authorization Letter" in case person other than the bidder has signed the bid document.
6. Copies of documents of registration/ incorporation of the firm issued by the competent authority as required by law (if bidder is other than Individual).
7. Certificate for registration with income tax, sales tax, PF, ESI, GST, and any authority applicable for the last three years.
8. Declaration as per Annexure I-IX & Annexure-XI.
9. Partnership Deed or proprietorship deed or articles/ Memorandum of Association as the case may be in case of joint venture or in case the bid is being submitted by the proprietor, it should be clearly

indicated.

10. According to section 31(1) of the FSS act, a cafeteria contractor must have/ attain license from FSSAI (Food Safety and Standards Authority of India) issued on or before date of issuance of tender, relevant document to be attached.

**(D) Clarification in Respect of Bid Document:**

- I. The Executive Director may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, issue clarification memo in respect of the bid documents till ten days prior pre-bid meeting by the department to the date of submission of bid. However, the clarifications can also be asked after opening of the bid if required.
- II. The clarifications, if any, shall be notified through the website [www.aiimsdeoghar.edu.in](http://www.aiimsdeoghar.edu.in) and e-Procurement portal <http://eprocure.gov.in/eprocure/app> these shall be binding on all prospective bidders. The prospective bidders are requested to check the website regularly for such clarifications, if any, before uploading their bid on the e-Procurement portal.

**(E) Bid Price.**

- I. Schedule of price bid in the form of BOQ\_XXXX.xls The below mentioned Financial Proposal/Commercial bid format is provided as BOQ\_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BOQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Deoghar.
- II. The bidder shall quote the total composite price/rate inclusive of levies, duties, charges, surcharges, taxes, etc. as applicable for cafeteria service.
- III. The price/ rate quoted by the bidder shall remain firm during entire period of bid process till a negotiation (if required) is made or contract/agreement is signed. It shall not be subject to variation on any account.
- IV. If the bidder desires to get reimbursement for GST/IGST/CGST (goods and services tax or any other tax) should have been mentioned in BOQ. If it is not mentioned in the BOQ no reimbursement will be entertained.
- V. **Any conditional bid will be summarily rejected.**
- VI. A BID submitted with an adjustable price quotation will also be treated as non-responsive and rejected.

**(F) Bid Document Fee :**

DD for an amount of Rs.1500/- (Rupees Fifteen Hundred only) (non-refundable) from Nationalized/ Scheduled bank drawn in favor of AIIMS, Deoghar and payable at Deoghar has to be submitted offline (Scanned copy of DD to be uploaded online) towards tender document fees failing which the tender/bid will be rejected. Bidders are requested to write their name and full address at the back of the DD submitted.

**(G) Bid validity:**

1. The bids shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
2. In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by email. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their

original tender and they are also to extend the validity period of the EMD accordingly. A bidder, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.

3. In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

#### **(H) Scrutiny and Evaluation of Tenders**

1. Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders.
2. The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped.
3. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
4. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be rejected.

**(I) Non- responsive tender :-**The following are some of the important aspects, for which a tender shall be declared non – responsive during the evaluation and will be ignored:

1. Non submission of Notarized Affidavit Integrity Pact and all documents required as per Annexures.
2. Tender Acceptance Form as per Section-II (signed & stamped) not uploaded.
3. Bid validity is shorter than the required period.
4. Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions.
5. Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
6. Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, comprehensive warranty clause, dispute resolution mechanism, and applicable law.
7. Poor/unsatisfactory past performance.
8. Bidders who stand de-registered/ banned/ blacklisted by any Central Govt. Ministries/ Departments/ Hospitals/Institutes.
9. Bidder has not quoted for the entire quantity as specified in the Schedule of Requirements in the quoted schedule.
10. Bidder has not agreed for the delivery terms and delivery schedule.

#### **(J) Earnest Money Deposit/ Performance Security Deposit.**

- I. **Earnest Money deposit:** DD for an amount of Rs.5,00,000/- (Five lakh only) from Nationalized / Scheduled bank drawn in favor of AIIMS, Deoghar and payable at Deoghar has to be submitted offline (Scanned copy of DD to be uploaded online) towards EMD failing which the tender/bid

will be rejected. Bidders are requested to write their name and full address at the back of the Bank Demand Draft submitted.

- II. In case of the successful bidder, the Earnest Money deposit will be refunded within three months from signing of contract agreement and submission of performance security deposit of rupees 5,00,000/- (Five Lakhs Only) in the form of PBG/DD/FDR.
- III. The EMD of the unsuccessful bidders will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the contract.
- IV. No Interest shall be payable on the Earnest Money deposit/Performance Security Deposit by the department to the bidders.
- V. **The EMD may be forfeited:-**
  - a) If any bidder withdraws his bid on or before validity period.
  - b) If tampering of any clause of the bid document is observed.
  - c) If any document submitted by the bidder is found false/forged.
  - d) If the successful bidder fails to enter into agreement in accordance with terms and condition of the bid documents within the stipulated time.
  - e) Fails to furnish performance security deposit in accordance with terms and condition of the bid documents within the stipulated time.
- VI. **Performance Security:** Performance Security is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the Performance security. Performance security of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs its implementation. Moreover, Performance Security will also be used to recover any penalty imposed in the discharge of the Work awarded, if it is not paid by the successful vendor and the amount so will be recovered from the monthly bill due for payment. The Successful vendor will have to recoup the said amount within a week or will be recovered at double the prevailing saving bank rate. No interest will be payable on PBG
- VII. In respect of successful bidder, The EMD will be returned after the submission of Performance Security Deposit of Rs.5,00,000/- to The Executive Director & CEO, AIIMS Deoghar and Performance Security deposit should remain valid for a period of 120 days beyond the date of completion of all contractual obligations (i.e. 120 days after 05 years) initially and should be extended accordingly). Any other dues outstanding shall also be recovered from the Performance Security Deposit, and the successful bidder will have to recoup it as and when directed otherwise it will be deducted from the Bills submitted and due at the rate of double the prevailing saving bank rate.
- VIII. **Performance security may be forfeited :-**
  - a) If the contractor fails to comply the terms condition of the contract agreement.
  - b) If the contractor sublets the contract to another agency .
  - c) If the contractor fails to provide rent of the accommodation in regular basis provided by AIIMS Deoghar.
- VII. The over writing/ erasing in the bid made by the bidder shall be signed with date by the person signing the bid.

#### **(K) PREPARATION & SUBMISSION OF BIDS**

The bid should be submitted/uploaded online in two parts namely.

- i. **Technical Bid**

ii. **Financial Bid** (in the format given in Section XII).

**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.**

**(I) Qualification/Technical Bid:**

The qualification bid should be uploaded along with scanned copy of Account Payee Demand Drafts for Rs. 5,00,000/-(Five Lakh) and Rs.1500/-(Bid document cost) in favor of AIIMS, Deoghar and payable at Deoghar and also requisite documents as per Section-VII. The scanned copy of DDs for EMD, Bid Document fees are required to be uploaded by the Bidder at the place indicated as Cover No. I. Scanned copy of all the documents as mentioned at Section VII and scanned copy of technical bid duly filled and signed on each page are required to be uploaded by the Bidder at the place indicated as Cover No.2 while uploading the documents on e-procurement website. No indication of the Prices shall be made in the Technical Bid. All pages of original bid shall be signed by the person/persons signing the bid.

**(L) Financial Bid:**

- i. The bidder shall quote the price in the format enclosed at Section: XII (Schedule of Hire Charges-(BoQI) and fill up the relevant parts accordingly and filled BoQ are required to be uploaded by the Bidder at the place indicated as Cover No.3 of the financial bid while uploading the documents on e-procurement website.
- ii. The Bid with conditions other than those specified in the Bid document will be liable to be summarily rejected. No modification by the bidder in any of the conditions of bid document will be permitted.
- iii. Each page of the Bid shall be signed either by the bidder himself or by a person duly authorized by the bidder (to sign the bid). The letter of authorization must be submitted in original along-with the bid.
- iv. The tender should quote in figures as well as in the words the amount tendered.
- v. NO CORRECTION, ALTERATION AND OVERWRITING in the Financial Bid will be allowed.
- vi. The tenderer should ensure that the amounts are written in such way so that interpolation is not possible. No blank spaces should be left.
- vii. The tenderers are advised to visit the Cafeteria area and kitchen of the Institute before quoting the rates, they may contact Office of Administrative Officer, ALL INDIA INSTITUTE OF MEDICAL SCIENCES, Devipur, Deoghar Jharkhand for clarifications, if any.

**(M) Bid opening**

Bids shall be opened in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the representatives of bidders before they are allowed to participate in bid opening (Format is given in Annexure II of section VII).

The Bidder's name, modifications, bid withdrawals and such other details as the Department, at its discretion, may consider appropriate, will be announced at the time of opening.

The Financial Bid shall be opened after qualification bid evaluation. The Financial Bid of those bidders who are found qualified in Qualification bid, shall be opened. The date of opening of financial bid will be intimated to all qualified bidders after evaluation of qualification bid.

**(N) Discrepancies in Prices**

The Tenderers shall quote Rate up-to two decimals only. Tenderers to note that only first two decimals shall be considered for evaluation if quotation having more than two decimals.

The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to

central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

**(O) Purchase Preference to Local Suppliers**

In pursuance of Government of India Order no. P-45021/2/2017-B.E.-II dated 15/06/2017 as amended by Order No.-P-45021/2/2017-B.E.-II dated 28/05/2018, P-45021/2/2017-B.E.-II dated 29/05/2019, P-45021/2/2017-B.E.-II dated 04/06/2020 and P-45021/2/2017-B.E.-II dated 16/09/2020 purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder: This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017

**(P) Quality cum Cost Based Selection (QCBS)**

- The final tender evaluation shall be done on weightage with 30% to Technical Evaluation and 70% to financial evaluation. Only bidders who meet the minimum eligibility criteria shall be eligible for technical and financial evaluation.
- Technical Proposals shall be evaluated on the basis of their responsiveness to the tender terms, applying the evaluation criteria and point system specified. During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below.

S. No.	EVALUATION CRITERIA	Marks Breakup	Point Claimed	Point obtained	Remark
1.	Total years of experience of work in cafeteria/(Canteen(Not Mess Service))s in Central Govt. Medical college, INI/IIT/IIM/Central PSU. a. 3 to 6 years b. More 6 to 10 years c. More than 10 years (Maximum marks: 30)	20 25 30			Experience certificate to be attached at
2.	Annual turnover for last three financial years between 2021-22 to 2023-24 a. Rs. 6 Crore – Rs. 9.9 Crore b. Rs. 10 Crore - Rs. 14.9 Crore c. More than Rs. 15 Crore (Maximum marks: 30)	20 25 30			Financial statement of concerned year (Turnover) certified by the CA with UDIN
3.	Average number of employees engaged by the service provider in the last three years 2020-23 a. 25–50 b. 51–75 c. More than 75 (Maximum marks: 15)	05 10 15			Attested copy of the document to be attached
4.	Certification of the service provider continuously for a period not less than 3 years (preference will be given to those having both ISO 9001:2008 and ISO 22000) a. ISO 22000 Certificate or ISO 9001:2008 b. ISO 22000 Certificate + ISO 9001:2008 (Maximum Marks 10)	05 10			Copy of certificate to be Attached
5.	Site visit & Power Point Presentation of the plan of execution of work of Cafeteria/(Canteen) at AIIMS Deoghar. (Maximum Marks 15)	15	-	-	
	TOTAL MARKS	100			

- **Note:** The performance evaluation score provided by the bidder can be cross verified by the technical evaluation committee.

- **Selection of Bidders**

The following formula will be applied to determine the successful bidder:

**The weightage for technical score will be 30% and the weightage for financial score will be 70%.**

- The Bidder meeting the minimum eligibility criteria and with the highest marks/ rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as the Successful Bidder for respective units as determined by QCBS.
- Minimum Technical score will be taken as 55% of total marks in technical bid. Those bidders whose technical score is less than 55%, financial bids of those vendors will not be opened.

**(Q) Award of Contract**

Department shall place Approval letter to highest bidder (H-I as decided above). Such bidders shall, within 15 days of issue of Approval letter, give his acceptance along with performance security deposit.

**(R)Signing of Contract/Agreement**

Signing of Agreement by the successful bidder shall constitute the award of hiring contract to the successful bidder.

**(S) Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause- (J) shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD/Performance Security Deposit. In such a case, the Department may make the award to any other bidder at its discretion or call for New Bid/Tender.

**(T) Period of validity of bids**

The bid shall remain valid up to six months from opening of bid. A bid valid for a shorter period shall be rejected by the AIIMS, Deoghar as non-responsive.

**(U) Frequency of payment to be paid by vendor**

- I. The contractor will be bear all the extra expanses like electricity, water, maintenance of premises etc.
- II. The contractor will pay rent in advance at beginning of every month by fifth day of the month.  
The rent of premises given for Cafeteria services will be enhance By 5% at the end of each year.

## **SECTION IV**

### **GENERAL (COMMERCIAL) CONDITIONS**

#### **(A) Application**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIB unless otherwise agreed by the Department.

#### **(B) Performance Security Deposit**

- I. The successful bidder shall be required to deposit an amount equal to 5,00,000/- (five lakhs only) of the contract value as performance Security Deposit before entering into Agreement with the Department.
- II. Performance Security Deposit will be discharged after completion of supplier's performance obligations under the contract/agreement.
- III. If the supplier fails or neglects any of his obligations under the contract/agreement, it shall be lawful for the department to forfeit either whole or any part of performance security deposit.

#### **(C) EXECUTION TIME LIMIT**

The time period as stipulated in the contract/agreement or work order shall be deemed to be time limit for execution.

#### **(D) PAYMENT TERMS**

- I. Charges for the lunch, snacks etc. provided on occasions and as per the orders of AllMS, Deoghar shall be paid on submission of bills.
- II. The payment towards hospitality bills of AllMS, Deoghar office shall be released on a monthly basis after scrutiny of authorization of supply and the prices claimed by tenderer. Any supply of food items without proper authorization by the designated authority of AllMS, Deoghar shall not be paid for.
- III. The tenderer shall charge for beverage/bakery items etc., from student at prescribed rates in cash/UPI after discount on MRP which is beyond the scope of contract for listed bonafide students availing catering services.
- IV. Similarly, as and when faculty/staff/visiting faculty avail cafeteria, such charges should be collected by the tenderer directly, and the Institute shall not be responsible for the same.
- V. The service provider shall be accountable for on-the-spot sales of coupons and its accounting.
- VI. Electronic billing machine for token system will be necessary.
- VII. The aforementioned rates shall be in force for the entire period of contract and shall not be revised under any circumstances, except in case of wage revision according to the minimum wages act. In case of any extension granted on expiry of one year contract, a revision of aforementioned rates may be specifically requested by the service provider.
- VIII. The successful bidder will have to deposit a rent of 3 months as security deposit in advance after taking the possession.
- IX. If successful bidder fails to deposit the advance rent and security in the form of Two-month rental within a month, the PBG will be forfeited.



- X. Electricity charges have to be paid by the vendor for kitchen area and for appliance used by the vendor as per govt. rules. Separate electric meter will be installed by vendor.
- XI. The rent of the Cafeteria will have to be paid by the 5th of every month in advance In case of holiday, on the next working day, failing which penalty @ Rs. 500/-per day shall be imposed for delayed period.

**(E) Period of Contract**

The contract period shall commence on the date of Commencement and shall remain for 2 year. The period is further extendable for a maximum period of 1 years (1 year at a time) on the same terms and conditions and the and revised rental (if required) 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. However, if there is any downward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on to the AIIMS Deoghar through appropriate reduction of the contracted rates.

**(F) General Terms & Conditions:-**

1. AIIMS DEOGHAR reserves the right to obtain feedback from the previous/present client soft he Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first• hand information regarding the quality of food and services provided by the Tenderer. Decision of AIIMS Deoghar with regard to award of the contract will depend upon the feedback received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of the AIIMS Deoghar in this regard will be final and binding on all bidders.
2. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
3. The AIIMS Deoghar reserves the right to reject any or all the tenders without assigning any reason.
4. The firm will have to enter into an agreement with the AIIMS Deoghar before taking charge of the Cafeteria and commencement of the Cafeteria work.
5. The firm will ensure that raw material used for cooking are of very good quality, safe for human consumption and conform to the standard laid down by the Govt. of India in this regard from time to time. In the event of any food poisoning/contamination, the firm will be held fully responsible and liable to other penal actions under the law. The firm will ensure proper sanitation/hygienic conditions in the premises and deploy persons free from infectious diseases.
6. The firm shall be responsible for compliance of the labour laws in respect of the personnel employed by them. The firm shall be the employer for his workers and the AIIMS Deoghar not be held responsible fully or partially for any dispute that may arise between the firm and his workers.
7. The firm would be responsible for verifying antecedents of the persons deployed by him and a certificate to this effect shall be provided by him to the AIIMS Deoghar in respect of each staff member.
8. The eatables will be served in neat and clean utensil sand the cafeteria a staff must be in proper uniform.
9. Cost of food & beverages must be competitive and reasonable. Prior approval of the AIIMS Deoghar will be required for any increase in the price of any item.
10. The approved price of the eatables should be prominently displayed at the counter/Notice Board in Cafeteria.
11. Cleaning of Cafeteria shall be done by the firm. The garbage of the Cafeteria shall also be disposed of by the firm on daily basis. The firm shall ensure clean lines soft he Cafeteria all the time.
12. The firm shall be responsible for all damages or losses of AIIMS property and will be liable to make good

any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by natural calamity.

13. It shall be the sole responsibility of the firm to obtain and keep ready necessary license/ permissions from various government bodies and/or FSSAI for running catering services and produce the same before the concerned authority as and when asked for.
14. The firm will take full liability/ responsibility in case of any accident causing injury/ death to cafeteria.
15. The Firm shall be responsible for timely payment of wages to its workers as per Minimum Wages and fulfill all other statutory obligations, such as, Provident Fund, ESI, and Service Tax etc. in force from time to time. Any lapse in this regard shall be viewed seriously.
16. All the staffs should be in uniform, head cap and gloves as directed by AIIMS Deoghar .The firm shall provide sufficient sets of Uniforms and pair of shoes to its employees and shall ensure that they wear them all times and maintain them properly.
17. Staffs should strictly maintain proper personal Hygiene and be dewormed every six monthly.
18. The Firm shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity.
19. Employment of child labour is strictly prohibited under the law. Therefore, the Firm will not employ any child.
20. The Firm shall ensure compliance of 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 surround in etc.
21. The Firm shall be personally responsible for conduct and behavior of its staff and any loss or damage to AIIMS Deoghar's moveable or immovable property due to the conduct of the Firm's staff shall be made good by the firm. If it is found that the conduct or performance of any person employed by the Firm is unsatisfactory, the Firm shall have to remove the concerned person and rearrange new person within 48 hours of intimation by AIIMS Deoghar. The decision of the AIIMS Deoghar's side signatory officer in this regard shall be final and binding on the Firm.
22. The Firm shall not appoint any sub-firm to carry out its obligations under the contract. Sub-contracting in any form will eat to immediate term in at ion of contract.
23. The Firm shall keep the Cafeteria and its surrounding clean and up-to-date sanitation every day after the services is over. The cleaning includes clean in go utensils, kitchen, Cafeteria hall, floor, counter, benches, tables, chairs, etc. AIIMS Deoghar will have 24-hour access to inspect the Cafeteria premises at any time for ensuring the clean lines and hygiene conditions of the Cafeteria's kitchen and dining hall premises.
24. The AIIMS Deoghar reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the Cafeteria. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Firm.
25. The Firm shall get the prices of all items approved by the AIIMS Deoghar as per contract agreement and no changes shall be made without prior written approval of the AIIMS Deoghar.
26. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by the AIIMS Deoghar are damaged. Any damages done to the same or any other property will have to be repaired/replaced by the Firm, failing which the same will be got done by AIIMS Deoghar at the firm's risk and cost. In this regard, the decision of the designated officer of AIIMS Deoghar shall be final and binding on the Firm.
27. All work shall be carried out with due regard to the convenience of AIIMS Deoghar. The order so the competent authority shall be strictly observed.

28. The Firm shall install its electronic fly-kill/insect repellent equipment, emergency lighting Igas and fuel supply at its own cost.
29. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the AIIMS Deoghar's campus, including Cafeteria. Any breach of such restrictions by the Cafeteria Firm will attract deterrent action against the Firm as per statutory norms.
30. No minimum guarantee will be furnished to the Firm towards consumption of food items. It is advised to maintain the highest quality at the minimum/reasonable prices so as to attract the maximum number of AIIMS Deoghar and other personnel to avail Cafeteria services. The workers employed by the Firm shall be directly under the supervision, control and employment of the Firm and they shall have no connection what-so-ever with AIIMS Deoghar. AIIMS Deoghar 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 AIIMS Deoghar for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Cafeteria Firm, against any temporary or permanent posts in AIIMS Deoghar. In case of any untoward incident/ fire/death/injury of any employee of Cafeteria, AIIMS Deoghar will not be liable to pay any damages.
31. The owner of the firm shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the AIIMS Deoghar.
32. The Firm will bring its own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., insufficient quantity as needed to maintain the Cafeteria services in addition to what is provided for by AIIMS Deoghar.
- 33. Furniture for dinning will be provided by AIIMS Deoghar, but the maintenance and cleaning should be done by H1 vendor. The vendor will bear all the cost for their maintenance and if it is broken or made unusable, they have to pay the cost of the same as decided by the competent authority.**
34. The successful bidder/contractor will be required to enter into an Agreement/Contract and a separate agreement for rest of accommodation given by AIIMS Deoghar.
35. The Cafeteria on 24hr. basis and will run on all working days including Sunday and Holidays. The service provider has to provide regular meals from 07:00 am to 10:00 pm and after that night service is to be provided by serving meals mentioned in SECTION-IX.
36. 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.
37. Cafeteria management committee/ Mess management committee will inspect and test the quality of food items of the Cafeteria as and when required. The Suggestion of the committee will be binding on Contractor. Inspecting faculty/Officer can test any eatables/meals and the service provider is required to maintain the record of the same and raise bill on quarterly basis to AIIMS Deoghar for payment.
- 38. Qualifying Requirements:**
  - The service provider should have at least 03 year experience of work in cafeteria/(Canteen(Not Mess Service))s in Central Govt. Medical College, INI/IIT/IIM/Central PSU.
  - According to section 31(1) of the FSS act, a Cafeteria contractor must have/ attain license from FSSAI (Food Safety and Standards Authority of India) issued on or before date of issuance of tender.
  - The annual turnover of services provided by the bidder should not be less than Rs. two Crores during the last 3 financial years i.e. 2021-22, 2022-23 and 2023-24 as per their audit book of accounts/Tax returns.
  - The bidder shall have at least 3 years' experience of Cafeteria / Cafeteria Services from Govt. Medical college, INI/IIT/IIM/Central PSU.

- 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.
- 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.
- No Joint Venture/ Consortium is allowed to participate in the Tender Process. Tenderer should submit an undertaking on firm's letterhead in this regard.
- Certificate for registration with income tax, GST, PF, ESI, and any authority applicable for the last three years.

## **(G) LEGAL TERMS AND CONDITIONS**

- I. According to section 31(1) of the FSS act, a Cafeteria contractor must have/ attain license from FSSAI (Food Safety and Standards Authority of India) issued on or before date of issuance of tender.
- II. The Tenderer should make sure that his work should be as per the guidelines laid by FSSAI (Food Safety and Standards Authority of India)
- III. 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 Cafeteria in mess building at AIIMS, Deoghar.
- IV. 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.
- V. The Tenderer and his staff shall abide by various rules and regulations of AIIMS, DEOGHAR as prevalent from time to time.
- VI. The Tenderer and his staff shall comply with all instructions and directions of the AIIMS, DEOGHAR 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 AIIMS, DEOGHAR authorities, without waiting for confirmation by the Tenderer.
- VII. All the workers engaged by the Tenderer for carrying out tasks under this contract, shall be deemed to be the employees of the Tenderer only. The tenderer shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The tenderer shall also provide its Workers photo-identity cards which shall be checked by the AIIMS, DEOGHAR, as and when necessary.
- VIII. 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 concerned officer of AIIMS, Deoghar.
- IX. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of Cafeteria 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.
- X. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
- XI. 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.

## (H) PENALTY

1. In case of any foreign particle like hair, insect, worm, stones, metal etc. are found in food, AIIMS Deoghar shall ascertain the reason and if fault of the contractor/service provider is established, the service provider shall be penalized with a penalty of Rs.10,000/- per occurrence.
2. In case of any written complaint regarding the quality of food or (Canteen)s is proven by the competent authority, the service provider shall be penalized with a penalty of Rs.10,000/- per occurrence.
3. All the vegetables, fruits and raw materials used in cooking should be fresh and in case any rotten/brown leaves/poor quality food items/raw materials found to be used in kitchen during inspection it shall be penalized with a penalty of Rs.2500/-per occurrence.
4. There will be random checking/inspection for the packets of raw materials supplied in kitchen. In case any foreign materials found in such checking/inspection it shall be penalized with a penalty of Rs.1,000/- per occurrence.
5. The personal hygiene and dressing of all the worker in the kitchen should be as per SOP / FSSAI guidelines, or if any staff of the Vendor is reported about any discourteous behavior the service provider shall be penalized with a penalty of Rs.2500/- per occurrence. This penalty will double on each subsequent occurrence.
6. The kitchen environment should be clean and pest free conforming to SOP standard/ FSSAI Guidelines and if any deviation is found they shall be penalized with a penalty of Rs.2500/- per occurrence.
7. If the delivery of food is delayed by more than half an hour as mentioned in SOP, the vendor shall be penalized with a penalty of Rs.5,000/- per occurrence.
8. If removal of the used plates is delayed by more than half an hour as mentioned in SOP, the vendor shall be penalized with a penalty of Rs.500/- per occurrence.
9. If at any point, the Successful Vendor fails to prepare Diet as directed/ or does not prepare the diet in numbers as asked for, or the portion amount is less than as prescribed, a penalty of Rs 10000/ per occurrence will be levied. Repeated occurrence will lead to cancellation of the Tender and blacklisting of the Vendor.
10. If at any point of time the vendor is found deviating from the terms and conditions of tender (infrastructure, manpower, appliances etc), the vendor shall be penalized with a penalty of Rs.1, 000/- per occurrence and on such repetitions, contract may be cancelled.
11. If the equipment's to be used are not functioning or not available, or are not usable condition, the Successful Vendor will be levied a penalty of Rs 1000 per equipment per day.
12. Preparation area for Veg and Non-Veg (only egg) should be physically separated. There should be separate utensils for cooking Veg and Non-Veg (only eggs) and these should not be mixed or interchanged. If any point of time it is found that utensils used for Veg and Non-veg are intermixing, penalty of Rs.1000 per instance.
13. On Repeat Episodes/ Occurrence -Double the fine, and if not adhered to the guidelines will land up in Committee Based Enquiry and will be liable to pay the penalty as decided by the Committee. NOTE: In case the committee concludes that the quality or quantity has deteriorated beyond standards, the tender will be cancelled with prior information against 1 month notice.
14. **Strict Prohibition:** Alcohol, Smoking, Gutkha, Tobacco, Banned Drugs sale and consumption is strictly prohibited within AIIMS Deoghar campus. Doing such thing by any staff of the vendor within working zone or Hospital premises will land them up in fine of Rs. 10,000.

## (I) Termination of Contract

- I. The Department without prejudice to any other remedy for breach of contract may terminate the contract in whole or in part:
  - II. In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the
- Page 21 of 61

right to cancel the work order/job without assigning any reason thereof and nothing will be payable by AIIMS Deoghar in that event the security deposit shall also stand forfeited.

- III. if the supplier fails to perform any other obligation (s) under the contract/agreement, or in case, any of the documents furnished by supplier is found to be false at any stage, it would be deemed to be a breach of terms of contract/agreement, making the supplier liable for legal action besides termination of contract.
- IV. If the contractor sublets the contract to another agency.
- V. IN CASE OF PROVEN FOOD POISONING BY THE COMMITTEE – Cancellation of the tender of the cafeteria with immediate effect

#### **(J) Termination for insolvency**

The Department may by giving written notice and without compensation to the supplier, terminate the contract/agreement, if the supplier becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

#### **(K) Force Majeure**

- I. If, during the continuance of the contract/agreement, the performance (in whole or in part by either party) in respect of any obligation under this contract/agreement, is prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) and notice of such happenings is given by the affected party to the other within 21 days from the date of occurrence, neither party shall by reason of such event be entitled to terminate this contract/agreement, nor any party shall have any claim for damages against the other in respect of poor/inadequate performance or delay in performance under the contract/agreement.
- II. The supply of Cafeteria service shall be resumed as soon as practicable after such event and the decision of the Department as to whether the supplies have been so resumed or not, shall be final and binding.
- III. Provided further that if the performance in whole or part of any obligation under this contract/agreement is prevented or delayed due to any such event for a period exceeding 60 days, either party may, at its discretion, terminate the contract/agreement.

#### **(L) Arbitration**

- I. In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the AIIMS, Deoghar. In case his designation is changed or his office is abolished, then the sole arbitration shall rest with the office entrusted with the function of the AIIMS, Deoghar or by whatever designation such officers may be called (here in after referred to as the said officer). However, if the AIIMS, Deoghar or the said officer is unable or unwilling to act as arbitrator, then the sole arbitration shall rest with such other person as appointed by the AIIMS, Deoghar the said officer.
- II. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award.
- III. The venue of the arbitration proceeding shall be Office of AIIMS, Deoghar or such other place as the arbitrator may decide.

**(M) Set Off**

Any sum of money due and payable to the supplier (including performance security deposit refundable to him) under this contract may be appropriated by the Department and set off the same against any claim of AIIMS, Deoghar for payment of a sum of money arising out of this contract/agreement, or under and other contract/agreement, made by the supplier with AIIMS, Deoghar.

**(N) Counteroffer to Bidder**

The Department reserves right to counteroffer price against price quoted by the bidder .

**(O) Alteration in Bid Document by Bidder**

If during the process of Bid/Tender finalization, it is detected that the bidder has submitted bid documents after making some changes I additions I deletions in the bid documents downloaded from the Web site, the offer may be rejected and the EMD of the bidder may be forfeited in addition to any other action taken as per prevalent rules.

Faculty Incharge Tender

AIIMS, Deoghar

## SECTION V

### SPECIAL CONDITIONS

#### **(A) Breach of Terms and conditions of Contract:-**

In case of breach of any terms and conditions of the contract, any or all of the following actions may be taken against the contractor:-

- a) The Performance Security Deposit of the contractor may be forfeited.
- b) The agreement may be terminated.
- c) The contractor may be black-listed.
- d) Suitable recovery may be made.

#### **(B) Representatives (of Bidders) during Bid opening.**

- I. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, any two of the representatives mentioned in authorization letter will be allowed.
- II. Permission for entry to the hall where bids are opened may be refused in case authorization in prescribed format is not received or not brought by their representative.

**(C)** Any liability arising in due course of business between contractor and customer will be sole responsibility of contractor only.

**(D)** The more items may be added/deleted in Section IX as per recommendation of mess/Cafeteria management committee and mutual consent between AIIMS Deoghar and contractor.

#### **(E) Standard Operating Procedures (SOP)**

##### **Objective:**

1. The orderly and timely processing and distribution of food as per menu and items made available to the Vendor.
2. To ensure competence and proper methods of cooking food, preparation of feeds, preparation of meals and items as per directions provided.

##### **Work flow:**

##### **Inventory management in Kitchen**

1. Inventory management of the raw material and other items required in the Kitchen will be done by the Vendor so that there is neither shortage nor excessive inventory in the store
2. No raw material or ingredient shall be used by the bidder if it is known to contain parasites, undesirable micro-organisms, pesticides, veterinary drugs or toxic items, decomposed or extraneous substances, which would not be reduced to an acceptable level by normal sorting and/or processing.
3. All raw materials, food additives and ingredients, wherever applicable, shall conform to all the Regulations and standards laid down under the Act. FSSAI (Latest Regulation).
4. Records of raw materials, food additives and ingredients as well as their source of procurement shall be maintained in a register for inspection. Proper records inclusive of raw material received & issued,



- name & ID of the person issuing the item and name & ID of the person receiving the item will be maintained. The Bills paid for purchase of the raw material will have to be submitted at the time of claiming payment for the Institute. Institute may prescribe the format in which it to be submitted
5. All raw materials should be checked & cleaned physically thoroughly. Raw materials should be purchased in quantities that correspond to storage/ preservation capacity.
  6. Packaged raw material must be checked for 'expiry date'/ 'best before'/ 'use by' date, packaging integrity and storage conditions.
  7. Receiving temperature of frozen food should be -180 C or below
  8. Raw material received shall be checked by the vendor under the supervision of AIIMS Deoghar for any decayed/ disintegrating item and if the defect is found item shall be replaced by the bidder and the same will be updated in the logbook.
  9. The vendor shall procure all the raw food materials (only from laboratory tested reputed firms like FSSAI (as mentioned in Scope of Work of the tender).
  10. Equipment and containers that come in contact with food and used for food handling, storage, preparation, processing, packaging and serving shall be made of corrosion free materials which do not impart any toxicity to the food material and should be easy to clean and /or disinfect (other than disposable single use types).
  11. Raw paste, sauces etc. should be stored in properly covered containers made of food grade material and checked regularly for fungal growth, deterioration etc.

#### **Opening of the Kitchen :**

1. Name and the responsibility should be fixed of a person who opens the Kitchen. He /She will turn on all the basic utilities like light, equipment requiring time to prepare.
2. The person who opens the kitchen will inspect the whole kitchen area for neatness, cleanliness and will report to the concerned personnel for any equipment malfunctions.
3. The record of the same will be maintained.

#### **Preparation Procedures for cooking of the food**

1. The ingredients required to cook the daily menu need to be taken out at the beginning of the meal cooking.
2. The Bidder shall develop and maintain the systems to ensure that time and temperature are controlled effectively where it is critical to the safety and suitability of food. Such control shall include time and temperature of receiving, processing, cooking, cooling, storage, packaging, distribution and food service upto the patient.
3. Whenever frozen food / raw materials are being used / handled / transported, proper care should be taken so that defrosted / thawed material are not stored back after opening for future use.
4. If thawing is required then only required portion of the food should be thawed at a time.
5. Wherever cooking is done on open fire, proper outlets for smoke/steam etc. like chimney, exhaust fan etc. shall be provided

#### **Washing of raw vegetables and other food items**

1. Adequate facilities for washing of raw food should be provided.
2. Every sink (or other facilities) for washing food must have an adequate supply of hot and/or cold

water.

3. These facilities must be kept clean and, where necessary, disinfected. Preferably, sinks which are used for washing raw foods shall be kept separate and that should not be used for washing utensils or any other purposes.
4. Whole fruits and vegetables should be washed in potable water before being cut, mixed with other ingredients.
5. Uncooked, ready-to-eat fruits & vegetables should be washed adequately before cutting, peeling or serving
6. Fruits and vegetables should be peeled, squeezed and/or cut, as appropriate, with clean equipment/ utensils made of non-absorbent food grade materials

**Chopping:**

1. Use Cutting Boards wherever required.
2. Keep the items on work tables organized - Do not crowd the tabletop.
3. Keep all knives visible: Do not cover knives with food, towels, etc.
4. Wipe up spills right away.
5. Work with CLEAN towels.
6. Store knives so they are visible and will not fall or be covered - NOT in drawers.
7. Before opening a new food container, be sure the old one is used up - not "lost".
8. Avoid stacking items to the point they become unstable

**Non-veg. Products :**

1. Non Veg should be separated from other foods, items and surfaces.
2. Separate items (e.g. cutting boards, dishes, knives) and preparation area for raw meats and poultry and marine products should be used to avoid cross contamination of food.
3. Hands should be thoroughly washed before switching from preparing raw non veg to any other activity.
4. Ensure proper cooking of all non-vegetarian products.
5. Used surfaces should be washed with antibacterial cleaning agent, rinsed properly with water and sanitized after preparing raw meat.

**Cooking:**

1. Cooking to be done as per the Menu Plan provided to the vendor.
2. All the workers should protect themselves from any injury or burn etc.
3. Equipment and utensils used in the preparation of food shall be kept at all times in good order and repair and in a clean and sanitary condition. Such utensil or container shall not be used for any other purpose.
4. Every utensil or container containing any food or ingredient of food shall at all times be either provided with a properly fitted cover/lid or with a clean gauze net or other material of texture sufficiently fine to protect the food completely from dust, dirt and flies and other insect.
5. All meals and eatables should be prepared under all hygienic conditions and follow all condition with regard to personnel Hygiene

### **Packaging of Food for distribution :**

1. Food should be packed in food plates as per order of Menu
2. Packaging shall provide protection for all food products to prevent contamination, damage and shall accommodate required labelling as laid down under the FSS Act & the Regulations there under.
3. For primary packaging (i.e packaging in which the food or ingredient or additive comes in direct contact with the packaging material), only Food grade packaging materials are to be used. For packaging materials like aluminium plastic and tin, the standards to be followed are as mentioned under the FSSAI Regulations (latest) and rules
4. Packaging materials where used, shall be non-toxic and shall not pose a threat to the safety and suitability of food under the specified conditions of storage and use.
5. Food plates and other items must be maintained clean.
6. Plates or any other items used for serving should be stain free & odour free. There should be no breakage / Crack /Distortion of the food plates or items used for serving/ distribution of the food to the patients.

### **Preparation required prior to the distribution of food.**

1. Distribution trolleys should be clean and ready for distribution as per the requirement. All critical links in the supply chain need to be identified and provided for to minimize food spoilage during transportation. Processed / packaged and / or ready-to-eat food shall be protected as per the required storage conditions during transportation and / or service.
2. Temperatures and humidity which are necessary for sustaining food safety and quality shall be maintained. The conveyances and /or containers shall be designed, constructed and maintained in such manner that they can effectively maintain the requisite temperature, humidity, atmosphere and other conditions necessary to protect food conveyances and / or containers used for transporting / serving foodstuffs shall be nontoxic, kept clean and maintained in good condition in order to protect foodstuffs from any contamination.
3. Transport trolley and / or containers shall not be used for transporting anything other than foodstuffs where this may result in contamination of foodstuffs. Where the same conveyance or container is used for transportation of different foods, or high risk foods such as fish, poultry, eggs etc., effective cleaning and disinfections shall be carried out between loads to avoid the risk of cross- contamination

### **Collection of utensils used for serving food from Patient care areas**

1. Food plates and others items like tea Kettle etc shall be collected from wards and other areas after two hours of distribution of food.
2. Collecting trolleys should be used for the same and these should be transported to the washing area of the kitchen.

### **Ware-washing Area**

1. Adequate facilities for cleaning, disinfecting of utensils and equipment shall be provided. The facilities must have an adequate supply of hot and cold water if required.
2. The personnel working in Ware Wash area are important. They are responsible for putting everything in its place. Their performance, above all others, prevents food poisoning and creates order.
3. Inspect the dishwasher for cleanliness. Clean if necessary.

4. Check the chemical levels. Fill as required.
5. Assemble the machine, if left dis-assembled.
6. Assemble tools: scrapers, squeegees.
7. Check and refill hand-washing station stocks: bacteriostatic soap, paper towels.
8. Keep the floor dry near the dish area.
9. Let all items air dry before putting away. All equipment shall be kept clean, washed, dried and stacked at the close of business to ensure freedom from growth of mould/ fungi and infestation.
10. Avoid excessive dumping of fibrous foods into the disposal.
11. Avoid putting large amounts of starchy foods into the drains: rice, cereals. (They swell in your pipes and clog them.)
12. Avoid putting fats into the drains: shortenings, icings, oils, butters. (They congeal in your pipes and clog them.)
13. Precautions to be taken by staff washing the dishes
14. The vendor shall be responsible for procurement of all the detergents/washing chemicals etc. The institute authorities can make surprise check to verify that the items used are as per approved formula and right quantity of these are being used. All the Washing Chemicals/Detergents/etc has to be in liquid form.

#### **Kitchen Orderliness**

1. All areas to be demarcated properly and accordingly. Proper signage's to be placed as per the area.
2. To specify clearly the area where all types of food are stored. (Using a label maker that prints adhesive, sooth, washable labels is recommended for marking shelves, cabinets and refrigerators/freezers).
3. In addition, specify the location of: Pots, Pans, Trays, Appliances & Appliance Accessories, Utensils, Small Wares, China, Flatware, Glasses, chemicals, Cleaning Supplies, Linen - Clean and Soiled.

#### **CLEANLINESS Personal hygiene**

1. The workers in main Kitchen should have dress code and the same must be approved by AIIMS Deoghar. The workers inside the kitchen must always be in dress code.
2. Personnel known, or believed, to be suffering from, or to be a carrier of a disease or illness likely to be transmitted through food, shall not be allowed to enter into any food handling area.
3. The Contractor shall develop system, whereby any person so affected, shall immediately report illness or symptoms of illness to the Kitchen In charge (From Contractor's Side) and medical examination of a food handler shall be carried out apart from the periodic check-ups, if clinically or epidemiologically indicated.
4. Food handlers / employees working in the kitchen should be medically examined once in a year to ensure that they are free from any infectious, contagious and other.
5. No spraying shall be done during the working hours in the Kitchen, but instead fly swats/ flaps should be used to kill spray flies getting into the premises. Windows, doors and other openings shall be fitted with net or screen, as appropriate to make the premise insect free.
6. The water used in cooking food shall be potable and if required chemical and bacteriological examination of the water shall be done at regular intervals at any recognized laboratory.
7. Kitchen should be clean and Hygienic any time and mandatory washing should be done every day before closing the kitchen.

8. Continuous supply of potable water shall be ensured in the premises. In case of intermittent water supply, adequate storage arrangement for water used in food or washing shall be made.
9. Only potable water, with appropriate facilities for its storage and distribution shall be used as an ingredient in processing and cooking.
10. Water used for food handling, washing, should be of such quality that it does not introduce any hazard or contamination to render the finished food article unsafe. Water storage tanks shall be cleaned periodically and records of the same shall be maintained in a register.
11. Non potable water can be used provided it is intended only for cleaning of equipment not coming in contact with food, which does not come into contact with food steam production, firefighting & refrigeration equipment and provided that pipes installed for this purpose preclude the use of this water for other purposes and present no direct or indirect risk of contamination of the raw material, dairy products or food products so processed, packed & kept in the premise.
12. Non potable water pipes shall be clearly distinguished from those in use for potable water.
13. No vessel, container or other equipment, the use of which is likely to cause metallic contamination injurious to health shall be employed in the preparation, packing or storage of food. (Copper or brass vessels shall have proper lining).
14. Equipment shall be so located, designed and fabricated that it permits necessary maintenance and cleaning functions as per its intended use and facilitates good hygiene practices inside the premise including monitoring and audit.
15. Equipment and containers for waste, by-products and inedible or dangerous substances, shall be specifically identifiable and suitably constructed.
16. Containers used to hold cleaning chemicals and other dangerous substances shall be identified and stored separately to prevent malicious or accidental contamination of food.
17. All items, fittings and equipment that touch or come in contact with food must be: kept in good condition in a way that enables them to be kept clean and wherever necessary, to be disinfected.
18. Chipped enamelled containers will not be used. Stainless steel /aluminium / glass containers, mugs, jugs, trays etc. suitable for cooking and storing shall be used. Brass utensils shall be frequently provided with lining. Chipped enamelled containers will not be used. Stainless steel /aluminium / glass

#### **Drainage and waste disposal**

1. Food waste and other waste materials shall be removed periodically from the place where food is being handled or cooked or manufactured to avoid building up. A refuse bin of adequate size with a proper cover preferably one which needs not be touched for opening shall be provided in the premises for collection of waste material. This shall be emptied and washed daily with a disinfectant and dried before next use.
2. The disposal of sewage and effluents (solid, liquid and gas) shall be in conformity with requirements of Factory / Environment Pollution Control Board. Adequate drainage, waste disposal systems and facilities shall be provided and they shall be designed and constructed in such manner so that the risk of contaminating food or the potable water supply is eliminated.
3. Waste storage shall be located in such manner that it does not contaminate the food process, storage areas, and the environment inside and outside the food establishment and waste shall be kept in covered containers and shall be removed at regular intervals.

4. Periodic disposal of the refuse / waste should be made compulsory. No waste shall be kept open inside the premise and shall be disposed of in an appropriate manner as per local rules and regulations including those for plastics and other non- environment friendly materials.

### **Ice and Steam Ice and steam**

Ice and Steam Ice and steam used in direct contact with food shall be made from potable water and shall comply with requirements specified under FSSAI Rules (latest guidelines) .Ice and steam shall be produced, handled and stored in such a manner that no contamination can happen.

### **Visitors**

1. Visitors should be discouraged from going inside the food handling areas. Proper care has to be taken to ensure that food safety & hygiene is not getting compromised due to visitors in the floor area.
2. The contractor shall ensure that visitors to its food manufacturing, cooking, preparation, storage or handling areas must wherever appropriate, wear protective clothing, footwear and adhere to the other personal hygiene provisions envisaged in this section

### **Pest Control in Kitchen**

1. Kitchen shall be kept in good repair to prevent pest access and to eliminate potential breeding sites.
2. Holes, drains and other places where pests are likely to gain access shall be kept in sealed condition or fitted with mesh / grills / claddings or any other suitable means as required and animals, birds and pets shall not be allowed to enter into the food establishment areas/ premises.
3. Food materials shall be stored in pest-proof containers stacked above the ground and away from walls.
4. Pest infestations shall be dealt with immediately and without adversely affecting the food safety or suitability.
5. Treatment with permissible chemical, physical or biological agents, within the appropriate limits, shall be carried out without posing a threat to the safety or suitability of food. Records of pesticides / insecticides used along with dates and frequency shall be maintained. Insecticides / disinfectants shall be kept and stored separately and away from food manufacturing / storing/ handling areas.
6. Adequate control measures should be in place to prevent insects and rodents from entering the processing area from drains.
7. Windows, doors & all other openings to outside environment shall be well screened with wire-mesh or insect proof screen as applicable to protect the premise from fly and other insects / pests / animals & the doors be fitted with automatic closing springs. The mesh or the screen should be of such type which can be easily removed for cleaning

### **Safety of Appliances**

#### **1) Small Appliances:**

1. Pay close attention whenever using equipment with moving parts.
2. Use appliances according to their instructional manuals.
3. Do not overload blenders, food processors, mixers, fryers.
4. Do not leave mixing/chopping appliances running un-attended.
5. Unplug electrical appliances before cleaning, assembling or disassembling.
6. Wipe clean after each use.
7. Store attachments (lids, blades, hooks, paddles, whip, etc.) in their right place.

**2) Large Heating Appliances:** Ovens, ranges, broilers, etc.

1. Wipe up all spills immediately.
2. Monitor temperatures on a set schedule: once per shift. Enter readings in a log.
3. Follow a scheduled preventative cleaning and maintenance schedule.

**3) Cooling Appliances:**

1. Wipe up all spills immediately.
2. Keep door handles, door seals, floors and shelves clean.
3. Vacuum and de-grease cooling coils / fan area weekly.
4. Do not block air-exchange passages with food.
5. Monitor temperatures once each shift. Record temperatures in a log.
6. Wrap, label and date all items.
7. Store items in their designated spots.
8. Empty and clean refrigerators at least weekly.

**Storage Guidelines for Raw material**

1. Storage facilities shall be designed and constructed to enable food to be effectively protected from contamination during storage; permit adequate maintenance and cleaning, to avoid pest access and accumulation.
2. Cold Storage facility, wherever required, shall be provided to raw, processed / packed food according to the type and requirement.
3. Segregation shall be provided for the storage of raw, processed, rejected, recalled or returned materials or products which will be distinguishably marked and secured.
4. Raw materials and food shall be stored in separate areas from printed packaging materials, stationary, hardware and cleaning materials / chemicals. Raw food, poultry and seafood products shall be cold stored separately from the area of work-in-progress, processed, cooked and packaged products.
5. Storage of raw materials, ingredients, work-in-progress and packaged food products shall be subject to FIFO (First in, First Out), FEFO (First Expire First Out) stock rotation system as applicable.
6. Containers made of non-toxic materials shall be provided for storage of raw materials, work-in-progress and finished / ready to serve products. The food materials shall be stored on racks / pallets such that they are reasonably well above the floor level and away from the wall so as to facilitate effective cleaning and prevent harbouring of any pests, insects or rodents.
7. All articles that are stored shall be fit for consumption and have proper cover. Storage area for all Items like Atta, Rice, vegetables should be spick and span with proper labelling and marking. Vegetable storage room has to be separate from other dry storages. Storages have to be in racks. Dairy products should be held in their own very cold refrigerators, nearly freezing. Or keep them in the coldest (usually the bottom) part of the fridge. Store ordinary onions and potatoes in a cool, dry, dark pantry

**Fire Safety:**

1. All staff members should know:
  - How to use the portable fire extinguishers.
  - The limitations of the portable fire extinguishers.
  - The presence of the built-in fire suppression system - and what activates it.
  - How to safely evacuate the building.

2. All cooks should know:

- How to put out very small flame-ups with salt or baking soda.
- That water on a grease fire will just make it worse.
- To NOT “clean” grills and broilers by setting the heat to MAX to burn food off.

### **Closing the Kitchen**

1. As time permits, each station cook should begin closing their respective stations during the last hour of service. Soiled bowls, tools, boards, pans, etc. that are least likely to be needed again should be sent to the pot washer. This reduces an overload in the washing station. As much as is practical, keep bringing dirty items to
2. The pot-washer as the breakdown and cleaning progresses rather than dumping all of the soiled cookware on the pot-washer at the last minute.
3. As soon as the last order is sent out, all heating equipment should be shut off and wiped down when cool enough.
4. At the end of the day no left over food shall be stored in the refrigerators

### **Other tasks commonly attended to by cooks in most closing procedures include:**

1. Wash and sanitize the hand tools: knives, special cutters
2. Unplug, wash and sanitize small appliances.
3. Wash and sanitize the station fixtures: tables, shelving, cabinets, and heat lamps.
4. Empty, wash and sanitize under-counter line refrigerators. Re-assemble.
5. Lock up special tools
6. Write any notes for the next shift.
7. Fill out any production reports, inventory par sheets.
8. Make final checks of the coolers and freezers.
9. Lock all cabinets and coolers. Put the keys in their storage place (no pockets!).
10. Re-Check that all ovens, ranges, grills, etc. are shut off.
11. Put soiled towels and uniforms in the proper hampers.
12. 12.Clock out.

### **The dish / pot washer (or night porter) should:**

1. Complete putting away all items after washing and allowing to air-dry.
2. Breakdown, clean and re-assemble dish machine. Leave open to air-dry.
3. Wash down walls and shelving all around and under washing area.
4. Check and refill chemicals as necessary.
5. Store cleaning tools: scrapers, squeegees.
6. Collect all trash receptacles. Empty, wash, leave to air dry. Re-line when dry.
7. Straighten chemical and cleaning supplies cabinets.
8. Gather the floor mats, clean and hang to dry.
9. Sweep and wash floors.
10. No waste to be stored in kitchen at any point of time.

### **Person who closes the Kitchen**

1. He / She should make a final inspection of the kitchen.
2. Double-check that no perishable foods have been left out.
3. All refrigeration equipment should be checked to be sure that it is on and working and locked.



4. Any cabinets that should be locked need to be re-checked and the presence of the kitchen keys needs to be verified.
5. All heating equipment should be re-checked to be certain all units are off.
6. Monitor the general cleanliness and orderliness.
7. Determine that everyone else has left.
8. Secure the office and the sales receipts.
9. Shut off the fans and the lights.
10. Lock interior doors as needed.
11. Exit, checking that the exterior door is secure.

#### **Supervision and Quality control**

1. Management shall demand and be supplied with a sample of any washing chemical or detergent for inspection and analysis & if required to be sent for testing by the approved laboratory.
2. NCI-AIIMS, authorities will have unfettered right to inspect the premise, process of kitchen, finished product at any time and the vendor shall cooperate with the authorities.
3. In case of any suspicion or possible contamination, food materials / food shall be tested before dispatch from the kitchen.
4. Audit, Documentation and Records: A periodic audit of the whole system according to the SOP shall be done to find out gap and to do corrective and preventive actions.

**It will be the responsibility of the bidder to abide by the SOP laid down for Kitchen by the institute and to adapt changes in SOPs from time to time. The successful bidder will ensure this policy is implemented efficiently. To monitor compliance to the policy spot checks will be undertaken by the institute.**

**SECTION -VI**

**Annexure I**

**POWER OF ATTORNEY**

(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registered office)  
do hereby constitute, appoint and authorize Sri/Smt..... (Name and address)  
who is presently employed with us and holding the position of ..... as our attorney,  
to act and sign on my/our behalf to participate in the tender no..... for  
..... (Service name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt.....  
Undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested  
below

Dated this the day of 20 \_ For  
(Name, Designation and Address)

Accepted  
(Signature)  
(Name, Title and Address of the Attorney)  
Date:

## Annexure II

The Bidders are required to give details of all catering services contracts of last 3 years (April 2021- March 2024) where annual turnover of each contract is Rs. 02 Crore and above.

S.no.	Contract		Client		Nature of service	Period of contract		Satisfactory performance certificate (dated 01.01.2020 onwards)	Annual turn over against each contract (Rs.)			
	No.	Date	Name	Central Govt/ PSU/ private		From	To		2021-22	2022-23	2023-24	Total turn over in 03 years
1	2	3	4	5	6	7	8	9	10	11	12	13
1												
2												
3												
4												
5												

Note:- Bidder has to furnish the following for the above furnished details:

- Self-attested copy of Contract (Column-2 & 3),
- Original satisfactory Performance Certificates (Column -9)
- Annual Turnover of years 2021-22, 2022 – 23 and 2023-24 against each contract to be certified by CA. It is certified that all contracts above Rs. two Crore held during financial years 2021-22, 2022 - 23 and 2023-24 has been included and the above information furnished is correct.

Signature of the Tenderer:

Name & Address with stamp:

Place and Date:

**CERTIFICATE**

This is to certify that the annual turnover of M/S... ..  
PAN No. .... GST No.....having its office at  
.....is in the business of  
.....for the following financial years are as follows:-

Financial Year	Turnover in INR
2021-22	
2022-23	
2023-24	

UIDN no: .....

Name, signature and Seal of Chartered Accountant

Date.....

Place.....

**DECLARATION REGARDING BLACKLISTING / DEBAR FROM TAKING PART IN GOVT.  
BID BY AIIMS. Deoghar /GOVT. DEPT  
(to be produce on affidavit of minimum stamp)**

I /we, \_\_\_\_\_(Name of Individual Bidder)\_\_\_\_\_ do, hereby, declare that I/we have not been blacklisted or debarred in the past by AIIMS, Deoghar or AIIMS like institute or any other Government organization from taking part in Government Bids.

Or

I /we, \_\_\_\_\_(Name of Individual Bidder)\_\_\_\_\_ do, hereby, declare that I/we was/were blacklisted or debarred by AIIMS, Deoghar or AIIMS like institute or any government organization by (Name of Govt. Dept.) \_\_\_\_\_ from taking part in Government Bids for a period of \_\_\_\_\_ years with effect from \_\_\_\_\_. The period is over on \_\_\_\_\_ and now I/ we are entitled to take part in Government Bids.

Or

I/we, Proprietor/Partner(s)/Director(s) \_\_\_\_\_ of M/s Name of Company/Firm/Agency) \_\_\_\_\_ do, hereby, declare that the firm/company/Agency namely M/s \_\_\_\_\_ has not been blacklisted or debarred in the past by AIIMS, Deoghar, or AIIMS like institute or any other Government organization from taking part in Government Bids.

Or

I / we, Proprietor / Partner (s)/ Director (s) \_\_\_\_\_ of M/s (Name of Company/Firm/Agency) \_\_\_\_\_ do, hereby, declare that the firm / company/ Agency namely M/s \_\_\_\_\_ was blacklisted or debarred by AIIMS, Deoghar or by ( Name of Govt. Dept.) \_\_\_\_\_ from taking part in Government Bids for a period of \_\_\_\_\_ years with effect from \_\_\_\_\_. The period is over on \_\_\_\_\_. and now the firm/ company/ agency is entitled to take part in Government Bids. I / we are fully aware that the Bid/ contract will be rejected/ cancelled AIIMS, Deoghar, and EMD/PSD shall be forfeited if the above information is found false. In addition to the above, AIIMS, Deoghar, will not be responsible to pay the bills for any partially completed work.

Signature \_\_\_\_\_

Name : \_\_\_\_\_

Capacity in which signed \_\_\_\_\_

Name & address of the firm \_\_\_\_\_

**Seal of the firm should be Affixed**

**Note:- In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company.**

**DECLARATION REGARDING NON- TAMPERING OF DOWNLOADED TENDER DOCUMENT**

I/we, \_\_\_\_\_ (Name of Individual/Proprietor/Partner(s)/Director(s)) \_\_\_\_\_ of M/s \_\_\_\_\_ (Name of Company/Firm/Agency) do, hereby, declare that I/we have not tampered the downloaded Bid Document No. \_\_\_\_\_ dated \_\_\_\_\_ (downloaded from website [www.aiimsdeoghar.gov.in](http://www.aiimsdeoghar.gov.in) or e- Procurement portal <http://eprocure.gov.in/eprocure/app>).

**Signature Name**

**Name and Address of Firm**

**Note: In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by any one of the partners and in case of Limited company by any one of the Directors of the Company.**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach AIIMS, Deoghar on or before date of bid opening or to be carried by the person(s) authorized to attend bid opening on the day of bid opening)

To,  
The Executive Director  
AIIMS, Deoghar,

Sub: Authorization for attending bid opening for mess services at AIIMS Deoghar on \_\_\_\_\_

Sir,  
Following person/s are, hereby, authorized to attend the bid opening for the Bid for providing Cafeteria services called by \_\_\_\_\_ on our behalf:-

Name of the Representative	Specimen Signature
1.	
2.	

Any one or any two person(s) (out of above named persons) may be present at the time of bid opening.

Signature of the Bidder

**(Note :- Maximum two representatives will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorization as prescribed above is not received/ not shown by the representative at the time of bid opening)**



**Declaration on Non-Participation of near Relatives in the Bid**

I \_\_\_\_\_ S/o \_\_\_\_\_

R/o \_\_\_\_\_ do, hereby, declare that none of my relative(s) is/are

employed in AIIMS, Deoghar, Jharkhand. In case at any stage, it is found that the information given by me is false/incorrect, AIIMS, Deoghar, shall have the absolute and full right to take any action as deemed fit without any prior intimation to me.

Signature :

Name :

Capacity in which signed \_\_\_\_\_

Name & address of the firm: \_\_\_\_\_

Note: In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company.

**BIDDER's PROFILE**

Passport size photograph of the Bidder/authorize d signatory holding letter of authorization.
--------------------------------------------------------------------------------------------------------------

**General:**

- 1 Name of the Bidder.....
- 2 Name of the authorized person signing and submitting the Bid whose photograph is affixed: -  
Shri/Smt.....

(a. In case of Individual/Proprietary/Partnership firms, an authority letter must be issued by the Individual /Proprietor/ any Partner only, as the case may be. However, in case of Private Limited or Public Limited company, authorized signatory, normally Secretary of the company/ a Director of the company must issue the authority letter.

b. Bidder must submit the self-attested copy of the PAN card / Passport/ Aadhar Card of the Individual or proprietor or authorized partner (in case of Partnership firm) or authorized signatory (in case of Private Limited or Public Limited firms) who is issuing the authority letter.)

- 3 Address of the Bidder:  
.....  
.....
- 4 Correspondence Address (if different than Sl. No.3): .....  
.....
- 5 (a) Tel no. with STD code(O)..... (Fax).....  
  
.(R).....  
(b) E-Mail ID (if any) .....

6a. Registration & incorporation particulars of the Bidder (if not an individual):

i) Proprietorship

ii) Partnership

iii) Private Limited

iv) Public Limited

**6b. Self-attested copies of documents of registration/ incorporation of the firm as required by law is to be submitted along with bid document.**

7. Name of Proprietor/Partners/Directors .....

(in case of company/ firm/ agency)

8. It is stated that Original Authority Letter (in respect of authorized person mentioned at Sl. No. 2) is attached.

9. It is, further, stated that the self-attested copy of PAN card / Passport/ Aadhar Card of authorized person (authorized to sign the Bid document) is, also, attached.

10. It is clearly understood that the bid is likely to be rejected if photograph of authorized person (mentioned at Sl. No. 2) and affixed above do not match with photograph on PAN Card/ Passport/ Aadhar Card.

I/We, hereby, declare that the information furnished above is true and correct to the best of our knowledge.

Place: -

Date: -

Signature of Bidder/Authorized Signatory

Name of the Bidder.....

Seal of the Bidder.

**Proforma of Performance Bank Guarantee**

1. In consideration of the Executive Director All India Institute of Medical Sciences, Deoghar (here in after called "The Client") having offered to accept the terms and conditions of the proposed agreement between AIIMS, Deoghar and (hereinafter called "the said contractor(s) for the work of Contract Cafeteria (here in after 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.....(here in after referred to as the "Bank") hereby undertake to (indicate the name of the Bank).
3. We..... do here by 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 AIIMS, Deoghar 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 AIIMS, Deoghar 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, Deoghar under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Administrative Officer, AIIMS Deoghar on behalf of the AIIMS, Deoghar, certifies that the terms & conditions of the said contractor(s), and accordingly discharges this guarantee. We further agree with the AIIMS, Deoghar that the AIIMS, Deoghar (indicate the name of the Bank) shall have the fullest liberty without our consent , and without effecting in any manner our obligations here under, 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 AIIMS, Deoghar 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 AIIMS, Deoghar or any indulgence by the AIIMS, Deoghar 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 AIIMS, Deoghar in writing.
8. This guarantee shall be valid up to.....unless extended on demand by the AIIMS, Deoghar. 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)

**Particulars for refund of EMD to successful/unsuccessful bidder**  
**RTGS / National Electronic Fund Transfer (NEFT) Mandate Form**

<b>1</b>	Name of the Bidder	
<b>2</b>	Permanent Account No(PAN)	
<b>3</b>	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
	k) Account No.	
<b>4</b>	email id of the Bidder	

**Integrity Pact**

(On Non-Judicial Stamp paper of Rs. 100)

Between

All India Institute of Medical Sciences, hereinafter, referred to as "AIIMS  
Deoghar", and

..... hereinafter referred to as "The Bidder(s)/Contractor(s)"

**Preamble**

The AIIMS Deoghar intends to award, under laid down organisational procedures, contract/s for .....The AIIMS Deoghar values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparencies in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve this goal, AIIMS Deoghar will appoint Independent External Monitor (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section - 1 Commitments of AIIMS Deoghar**

1) AIIMS Deoghar commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of AIIMS Deoghar, personally or through family members, will in connection with the tender for, or 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) AIIMS Deoghar will, during the tender process treat to all Bidder(s) with equity and reason. The AIIMS Deoghar will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The AIIMS Deoghar will exclude from the process all known prejudiced persons.

2) If AIIMS Deoghar obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, AIIMS Deoghar will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section - 2 Commitments of the Bidder(s)/Contractor(s)**

1) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of AIIMS Deoghar's employees involved in the tender process or the execution of the contract or any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal agreement or understanding,

whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any criminal offence under the relevant Anti- Corruption Laws of India; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by AIIMS Deoghar as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name & address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative have to be in Indian Rupees only.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all 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 Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section - 3 Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, AIIMS Deoghar is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per rule & regulations.

### **Section - 4 Compensation for Damages**

1. If AIIMS Deoghar has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 above, The AIIMS Deoghar is entitled to demand and recover the damage equivalent to Earnest Money Deposit /Bid security.

2. If AIIMS Deoghar has terminated the contract according to Section 3, or if AIIMS Deoghar is entitled to terminate the contract according to Section 3, AIIMS Deoghar shall be entitled to demand and recover from the Bidder(s) liquidated damages of the Contract value or the amount equivalent to performance bank Guarantee.

### **Section - 5 Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti- corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken the contract, if already awarded, can be terminated.

### **Section - 6 Equal treatment of all Bidder (s)/Contractor (s)**

In case of Sub-contracting, the AIIMS Deoghar Contractor shall take the responsibility of the adoption of



### Integrity Pact by the Sub-contractor.

1. The AIIMS Deoghar will enter into agreements with identical conditions as this one with all Bidders and Contractors.
2. The AIIMS Deoghar will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section - 7 Criminal Charges against violating Bidder (s)/Contractor (s)/ Subcontractors (s)**

If the AIIMS Deoghar obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the AIIMS Deoghar has substantive suspicion in this regard, the AIIMS Deoghar will inform the same to the Chief Vigilance Officer.

### **Section - 8 Independent External Monitor**

1. The AIIMS Deoghar appoints competent and credible Independent External Monitor for this Pact. After approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He/ she reports to the Director AIIMS Deoghar.

3. The Bidder (s) Contractor (s) accepts that the Monitor has the right to access, without restriction to all Project documentation of the AIIMS Deoghar including that provided by the Contractor. The

The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all 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.

The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above

Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on Non-Disclosure of Confidential Information and of 'Absence of conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, AIIMS Deoghar and recuse himself/herself from that case.

5. The AIIMS Deoghar will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Director AIIMS Deoghar and request the Management to discontinue or take corrective action, or the take other relevant action. The monitor can in the regard submit non-binding recommendations. Beyond this, the Monitor

- has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Director AIIMS Deoghar, within 8 to 10 weeks from the date of reference or intimation to him by the AIIMS Deoghar and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Director AIIMS Deoghar, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director AIIMS Deoghar has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word Monitor, would include both singular and plural.

#### **Section - 9 Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders' 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. 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 Director of AIIMS Deoghar.

#### **Section - 10 Other Provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the AIIMS Deoghar.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor 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.
5. Issues like comprehensive Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradictions between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and on behalf of the AIIMS Deoghar Office Seal  
Seal  
Place:  
Date :

For & on behalf of Bidder/Contractor Office  
Witness 1:  
Witness 2:

## SECTION - VII

### **ORDER FOR UPLOADING OF DOCUMENTS OF QUALIFICATION BID.**

**Qualification Bid should have scanned copy of documents in following order:**

- 1) Signed & scanned copy of Tender FEE and EMD in the form of DD favoring AIIMS Deoghar Payable at Deoghar.
- 2) Signed and scanned copy of duly attested copy of PAN, duly attested copy of GST registration certificate.
- 3) Self-attested scanned copy of Certificate of EPF & ESI Registration along with the code number.
- 4) Signed and Scanned copy of Tender Acceptance letter and No deviation certificate "SECTION-II"
- 5) Signed and scanned copy of Power of Attorney as per "Annexure - I" in favour of authorized person.
- 6) Signed and scanned copy of 03 years of experience in the field of Cafeteria services "Annexure-II".
- 7) Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation.
- 8) Signed and scanned copy of annual turnover per year in the business of providing Cafeteria/(Canteens) should be minimum of 02 crore of three consecutive years (up to 31st March 2024) duly certified by the chartered accountants (Annexure - III)
- 9) ITRs should also be attached for last three financial years i.e. 2021-22, 2022-23 and 2023-24.
- 10) The bidder has never been blacklisted or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. "ANNEXURE-IV".
- 11) Signed and Scanned Copy of Declaration regarding non- tampering of downloaded tender document "ANNEXURE-V".
- 12) Signed and Scanned Copy of letter of authorisation for attending bid opening "Annexure-VI"
- 13) Signed and Scanned Copy of Declaration on Non-Participation of near Relatives in the Bid "Annexure-VII".
- 14) Signed and Scanned Copy of Bidders Profile "Annexure-VIII".
- 15) Signed & scanned copy of Mandate form for bank details "Annexure-X"
- 16) Signed and scanned Copy of Integrity Pact as per "Annexure-XI".
- 17) Signed and Scanned Copy of FSSAI certificate/Statutory bodies compliances.
- 18) Signed & scanned copy of work order and installation report of mechanized kitchen equipment's commissioned by the bidder.
- 19) Signed & Scanned Copy of compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications.
- 20) Financial Bid (Section - XII).

## SECTION – VIII

### **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The Director, AIIMS Deoghar, invites electronic online bids (e-Tender) through website of AIIMS, Deoghar [www.aiimsdeoghar.edu.in](http://www.aiimsdeoghar.edu.in) (for ref. only) and CPPP web site <https://eprocure.gov.in/eprocure/app> under Two Bid Quality and Cost Based Selection system (Part I :Techno commercial bid & Part II: Price Bid or BOQ) from reputed, experienced and financially sound Companies/Firms/Agencies “FOR CAFETERIA SERVICES AT AIIMS, DEOGHAR”.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

#### **1. REGISTRATION**

1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

1.6 Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

#### **2. SEARCHING FOR TENDER DOCUMENTS**

2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **3. PREPARATION OF BIDS**

3.1 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be

submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3.2 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

3.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

3.4 Any query / Clarification / objection / suggestion related to the Tender will be entertained only through the CPP Portal Query Section. Any query / Clarification / objection / suggestion received through any other medium like Email, Fax or Letter will not be entertained under any circumstances.

#### **4. CORRIGENDUM**

4.1 Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.

4.2 Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and Website of AIIMS Deoghar.

#### **5. SUBMISSION OF BIDS:**

5.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

5.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

5.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and upload it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

5.5 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

5.6 All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

5.7 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected

to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

5.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

5.9 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

5.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. ASSISTANCE TO BIDDERS**

6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

6.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

6.3 Any query / Clarification / objection / suggestion related to the Tender will be entertained only through the CPP Portal Query Section. Any query / Clarification / objection / suggestion received through any other medium like Email, Fax or Letter will not be entertained under any circumstances.

**Faculty In-charge Tender**

**SECTION –XI**

**Menu for meals at cafeteria:**

<b>S no.</b>	<b>Name of meal</b>	<b>Serving size</b>	<b>Price (incl. GST) (Rs.)</b>
<b>1.</b>	<b>Regular Veg. Thali</b> (Four Roti, Dal, Seasonal vegetable sabzi/ Mix Veg, Rice, curd and Gulab Jamun)	1 standard plate	80
<b>2.</b>	<b>Special Veg. Thali</b> (Four Butter roti, Dal fry, Seasonal vegetable Sabzi/ Mix Veg., Panner masala, Jeera Rice, curd and Gulab Jamun)	1 standard plate	120
<b>3.</b>	<b>Non-Veg. Thali</b> (Four butter roti, Dal fry, Seasonal vegetable Sabzi/ Mix Veg, Jeera Rice and chicken 2 pc medium size, Green salad, Gulab Jamun)	1 standard plate	140
<b>4.</b>	<b>Super deluxe thali</b> <ul style="list-style-type: none"> <li>• Veg Pulao</li> <li>• Butter nan/Missi roti/Kulcha</li> <li>• Seasonal Vegetable/Mix veg.</li> <li>• Matar Paneer/ Paneer masala/Karahi Paneer</li> <li>• Chicken Masala</li> <li>• Fish Fry</li> <li>• Boondi ratita</li> <li>• Green Salad</li> <li>• Pickle/Papad</li> <li>• Rasmalai</li> <li>• Gulab Jamun Ice cream/Gajar halwa</li> <li>• Mineral water (01 lt.)</li> </ul>	(Unlimited and to be provided as buffet for meeting, examination, seminar, workshops etc.)	500

**Rate list of items to be provided on Ala-carte basis during lunch and dinner:**

<b>S no.</b>	<b>Name of meal</b>	<b>Serving size</b>	<b>Price (incl. GST) (Rs.)</b>
<b>1.</b>	Mix Veg	200 gms	40.00
<b>2.</b>	Seasonal vegetable	200 gms	30.00
<b>3.</b>	Plain Dal	200 gms	20.00
<b>4.</b>	Mutter Paneer	200 gms	40.00
<b>5.</b>	Shahi Paneer	200 gms	50.00
<b>6.</b>	Reshmi Paneer	200 gms	50.00
<b>7.</b>	Paneer Masala	200 gms	50.00
<b>8.</b>	Rajma Masala	200 gms	30.00
<b>9.</b>	Chana Masala	200 gms	30.00
<b>10.</b>	Dal Makhni (with butter)	200 gms	40.00
<b>11.</b>	Mutter Mashroom	200 gms	40.00
<b>12.</b>	Dal Fry	200 gms	30.00

13.	Boondi Raita (with coriander)	100 gms	20.00
14.	Veg Fried rice	350 gms	60.00
15.	Veg pulao	350 gms	60.00
16.	Paneer Pulao	350 gms	80.00
17.	Tawa Roti	pcs	05.00
18.	Butter Roti	pc	08.00
19.	Butter Naan	pcs	25.00
20.	Garlic Naan	1 Plate	25.00
21.	Egg Curry (2 boiled eggs)	1 Plate	50.00
22.	Omelette (02 eggs)	1 Plate	20.00
23.	Butter chicken (04 pc medium size)	½ Plate	120.00
24.	Butter chicken (02 pc medium size)	1 Plate	70.00
25.	Karahi chicken (04 pc medium size)	½ Plate	120.00
26.	Karahi chicken (02 pc medium size)	1 Plate	70.00
27.	Fish Curry (Rohu/Katla) 2pc medium size	1 Plate	100.00
28.	Fish Fry(Rohu/Katla/Telpia) 2pc medium size	1 Plate	60.00
29.	Hyderabadi Chicken Dum Biryani (2pc medium size chicken, Cooked basmati rice, Boondi raita, Green Salad)	1 Plate	160.00

**Rate list of items to be provided on Ala-carte basis during Night Service:**

S no.	Name of items	Qty.	Rate (incl. GST)
1.	Tawa Roti	pcs	05.00
2.	Plain Noodles (Maggie)	Plate of 75 gms	20.00
3.	Veg Noodles	Plate of 75 gms	30.00
4.	Veg. Sandwich	2 Bread Piece Sandwich	30.00
5.	Grilled Sandwich Veg	2 Bread Piece Sandwich	35.00
6.	Cheese Sandwich	2 Bread Piece Sandwich	30.00
7.	Bread & Butter	2 Bread Piece Sandwich	20.00
8.	Tea (Vending Machine)	100 ml	10.00
9.	Coffee (Vending Machine) Nestle	100 ml	15.00
10.	Patties (Potato, Paneer, Cheese etc.)	Standard Size	20.00
11.	Bread Omelette	1 pc	25.00
12.	Aloo, Paneer, Gobi Paratha	1 pcs	20.00
13.	Egg Curry (2 boiled eggs)	1 Plate	50.00
14.	Mix Veg	200 gms	40.00



**Rate list of items to be provided on Ala-carte basis:**

S.No.	Items	Serving size	Price not more than (in Rs.)
1	Plain Noodles (Maggie)	Plate of 75 gms	20
2	Veg Noodles	Plate of 75 gms	30
3	Veg. Sandwich	2 Bread Piece Sandwich	30
4	Grilled Sandwich Veg	2 Bread Piece Sandwich	35
5	Cheese Sandwich	2 Bread Piece Sandwich	30
6	Bread & Butter	2 Bread Piece Sandwich	20
7	Burger Veg Aaloo Tikki	150 gms	35
8	Aaloo Samosa per plate	Standard Size (2pc)	20
9	Tea (Vending Machine)	100 ml	10
10	Normal Tea	100 ml	10
11	Lemon Tea	100 ml	10
12	Ice Tea	100 ml	15
13	Lemon Water	200 ml.	20
14	Coffee	100 ml.	15
15	Coffee (Vending Machine) Nestle	100 ml.	15
16	Hot Coffee Normal	100 ml.	15
17	Cold Coffee	200 ml.	30
18	Patties (Potato, Paneer, Cheese etc.)	Standard Size	20
19	Idli-Sambhar with Chatni	2 Idli and Sambhar 250 ml	30
20	Masala Dosa with Sambhar & Chatni	Sambhar 250 gms	40
21	Vada-Sambar	1 plate, 2 pcs	30
22	Dahi-Vada	1 plate, 2 pcs	30
23	Pavbhaji	2 pav and bhaji 100 gms	30
24	Bhelpuri	150 gms	20
25	Panipuri	6 pieces with allo, pani	15
26	Poha Plate	150 gms	25
27	Dhokla	4 pieces	20
28	Bread Pakora	1 pc	12
29	Vegetable Cutler	1 pc	15

30	Chhole Bhature	1 plate, 2 pcs	35
31	Upma	1 pc	25
32	Maggie	1 plate	20
33	Pasta (All Type)	1 plate	20
34	Bread Omlette	1 pc	25
35	Bread- roll	1 pc	20
36	Aloo, Paneer, Gobi Paratha	1 pcs	20
37	Curd	100 gm	10
38	Uttapam Sambhar	1 plate	30
39	Chocolate Praline Pastries	200 gms	25
40	Black forest Pastries	200 gms	30
41	Mango Tango Pastries	200 gms	30
42	Pineapple Pastries	200 gms	30
43	Muffins (Vanilla, Choco Chip, Butter Scotch, Lemon, Blueberry etc.)	100 gms	25
44	Gulab Jamun (One piece)	60 gms	10
45	Rasgulla (One piece)	60 gms	8
46	Rasmalai (One piece)	60 gms	15
47	Cold Drinks (all brands & sizes available in the market)		MRP
48	Fruit Juices (packed)		MRP
49	Mineral Water (Bisleri, Aquafina, Kinley )		MRP

**Note:**

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 serving of mixed fruits have to be served with special meal. Sweet must include all forms of Bengali, Gujarati or south Indian dishes.

## SECTION- X

### PERMISSIBLE BRANDS TO BE USED FOR COOKING AND SERVING

ITEM	BRAND
Mustard Oil	Agmarked Hathi/Engine/Saloni
Salt	Iodised salt Tata, Annapurna, Nature Fresh
Spices	MDH, MTR ,Catch, Everest, or equivalent quality brand
Ketchup	Maggi, Kissan, Heinz
Refined Oil	Sundrop, Nature Fresh, Fortune, Godrej
Pickle	Mother's or Priya or Tops
Atta	Aashirvad, Pillsbury, Nature Fresh
Butter	Amul, Britannia, Mother Dairy
Bread	Harvest, Britannia, Moreish
Jam	Kissan, Nafed
Paneer	Amul/Sudha/Medha
Tea	Brook Bond, Lipton, Tata
Coffee	Nescafe, Rich Bru
Biscuits	Britannia, Parle, Good Day
Curd	Mother Dairy, Amul, Cream Bell Natural , Quality - all varieties
Mineral Water	ISI marked Kinley/Bisleri/Ganga/Aquafina
Besan, Dal	Jalan/Tatasampan
Rice	India gate/Dawat/Fortune
Basmati Rice	India gate/Dawat/Fortune
Cold Drinks	Pepsi, Coke etc.
Packed Juices	Real, Tropicana
Lemon Water	Hello or other reputed brand
Sweet	Bikaner, Haldiram or fresh prepared.

**The Contractor may use any other equivalent brand after obtaining prior approval from AIIMS Deoghar.**

**SECTION- XI**  
**CHECK LIST FOR TERMS AND CONDITIONS**

**A) Checklist of Documents to be Submitted Online**

<b>S. No.</b>	<b>Terms &amp; Conditions as per Bidding Document</b>	<b>Uploaded (Yes/No)</b>	<b>Page No.</b>
1.	Signed & scanned copy of Tender FEE and EMD.		
2.	Signed and scanned copy of duly attested copy of PAN, duly attested copy of GST registration certificate.		
3.	Self-attested scanned copy of Certificate of EPF & ESI Registration along with the code number.		
4.	Signed and Scanned copy of Tender Acceptance letter “Annexure-I” and No deviation certificate “Annexure-II”.		
5.	Signed and scanned copy of Power of Attorney as per “Annexure – V” in favor of authorized person.		
6.	Signed and scanned copy of total years of experience in the field of Cafeteria services.		
7.	Signed and scanned copy of experience in Cafeteria/(Canteen(Not Mess Service))s for a minimum of 3 years in Central Govt. Medical college, INI/IIT/IIM/Central PSU.		
8.	Signed and scanned copy of Certificate for sole ownership/partnership/Certificate of Incorporation.		
9.	<p>1) Signed and scanned copy of annual turnover per year in the business of providing Cafeteria/(Canteen) should be a minimum of 2 Crore per year for the last three successive years (up to 31st March 2024) duly certified by the chartered accountants (<b>with proper UDIN No.</b>) and ITRs should also be attached for the last three financial years i.e. 2021-22, 2022-23 and 2023-24.</p> <p>2) <b>Bidder should also provide balance sheet of last 3 financial Year.</b></p>		
10.	The bidder has never been blacklisted or punished by any court for any criminal offense/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners, etc.		
11.	Signed and Scanned Copy of FSSAI certificate/Statutory bodies compliances.		
12.	Signed & scanned copy of Mandate form for bank details (Annexure - VIII).		
13.	Signed and scanned Copy of Integrity Pact as per Annexure-IX.		
14.	Signed & scanned copy of work order and installation report of mechanized kitchen equipment commissioned by the bidder.		
15.	Signed and scanned copy of undertaking as per annexure–X.		
16.	Signed & Scanned Copy of compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications.		

**B) Financial Bid**

1.	BOQ.xls	
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Note: In case of non- fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

**SECTION- XII  
FINANCIAL BID FORMAT**

<b>Rent</b>	<b>Rupees (Rs.)</b>
<b>Monthly rental charges for only Kitchen area (in Rupees)</b>	

**NOTE:**

**HIGHEST Bidder for the Monthly Rent with the HIGHEST Technical Score will Sum as Q Score. The award of the contract will be granted to the HIGHEST Q score. Q Score calculation will be as per QCBS score of Technical and Price Bid Evaluation, refer Quality cum Cost Based Selection (QCBS), Pg. no. 14 & 15.**

**SECTION- XIII  
DIAGRAM OF THE KITCHEN AREA & CANTEN AREA**

