


Government eProcurement System		eProcurement System Government of India		Tender Details					
				Date : 29-Aug-2023 05:17 PM					
 Print									
Basic Details									
Organisation Chain	All India Institute of Medical Sciences-Mangalagiri-Andhra Pradesh								
Tender Reference Number	AIIMS/MG/Proc/2022-23/Student Mess								
Tender ID	2023_AIISM_763192_2	Withdrawal Allowed	Yes						
Tender Type	Open Tender	Form of contract	Works						
Tender Category	Services	No. of Covers	2						
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No						
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No						
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No						
Payment Instruments			Cover Details, No. Of Covers - 2						
Offline	S.No	Instrument Type	Cover No	Cover	Document Type	Description			
	1	Demand Draft	1	Fee/PreQual/Technical	.pdf	Technical Bid			
			2	Finance	.xls	Financial Bid			
Tender Fee Details, [Total Fee in ₹ * - 0.00]			EMD Fee Details						
Tender Fee in ₹	0.00	Fee Payable To	Nil	Fee Payable At	Nil	EMD Amount in ₹	3,00,000	EMD through BG/ST or EMD Exemption Allowed	Yes
Tender Fee Exemption Allowed	No					EMD Fee Type	fixed	EMD Percentage	NA
						EMD Payable To	Payable To AIIMS Mangalagiri	EMD Payable At	Payable At Mangalagiri
Click to view modification history									
Work /Item(s)									
Title	NOTICE INVITING TENDER FOR PROVISION OF STUDENT MESS AT AIIMS MANGALAGIRI								
Work Description	NOTICE INVITING TENDER FOR PROVISION OF STUDENT MESS AT AIIMS MANGALAGIRI								
Pre Qualification Details	As per tender document								
Independent External Monitor/Remarks	NA								
Show Tender Value in Public Domain	Yes								
Tender Value in ₹	1,50,00,000	Product Category	Hotel/Catering	Sub category	NA				
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work (Days)	60				
Location	AIIMS Mangalagiri	Pincode	522503	Pre Bid Meeting Place	NA				
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	Procurement cell				

Should Allow NDA Tender	No	Allow Preferential Bidder	No
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Critical Dates			
Publish Date	29-Aug-2023 06:00 PM	Bid Opening Date	21-Sep-2023 06:00 PM
Document Download / Sale Start Date	29-Aug-2023 06:00 PM	Document Download / Sale End Date	20-Sep-2023 06:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	29-Aug-2023 06:00 PM	Bid Submission End Date	20-Sep-2023 06:00 PM


Tender Documents					
NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	879.50	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	Document1.pdf	NOTICE INVITING TENDER FOR PROVISION OF STUDENT MESS AT AIIMS MANGALAGIRI	1228.77
	2	BOQ	BOQ_808562.xls	BOQ	278.50

Bid Openers List			
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	fa@aiimsmangalagiri.edu.in	GOVINDA RAO DEVAKIVADA	GOVINDA RAO DEVAKIVADA
2.	ee_electrical@aiimsmangalagiri.edu.in	Rajeshkumar Pachigolla	RAJESHKUMAR PACHIGOLLA
3.	kumardash.fmt@aiimsmangalagiri.edu.in	Shreemanta Kumar Dash	SHREEMANTA KUMAR DASH
4.	bikash@aiimsmangalagiri.edu.in	Bikash Chandra Satapathy	BIKASH CHANDRA SATAPATHY

GeMARPTS Details	
GeMARPTS ID	FL5785KFIG83
Description	Provision of Student Mess
Report Initiated On	29-Aug-2023
Valid Until	28-Sep-2023

Tender Properties			
Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	No	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Do not visible		

GEM/TIA Undertaking				
S.No	Undertaking	Mandatory	Status	Remarks
1	PPP-MII Order 2017	No	Agreed	

2	 MSe Order 2012	Yes	Agreed	
Tender Inviting Authority				
Name	Director			
Address	AIIMS Mangalagiri			
Tender Creator Details				
Created By	Bikash Chandra Satapathy			
Designation	Assistant Faculty In Charge, Procurement Cell			
Created Date	29-Aug-2023 05:02 PM			

अखिल भारतीय आयुर्विज्ञान संस्थान, मंगलगिरी

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI

A CAB under Ministry of Health & family Welfare, Government of India

Tender No. AIIMS/MG/Procurement/06/2022-23/Student Mess



NOTICE INVITING TENDER FOR PROVISION OF STUDENT MESS AT AIIMS MANGALAGIRI

DISCLAIMER

This Tender is not an offer by the All-India Institute of Medical Sciences, Mangalagiri but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All-India Institute of Medical Sciences, Mangalagiri with the vendor/ bidder.

Mangalagiri, Guntur District, Andhra Pradesh - 522503

Website: www.aiimsmangalagiri.edu.in

Tendering Portal: www.eprocure.gov.in/eprocure/app

Email: procurement@aiimsmangalagiri.edu.in

TENDER NOTICE

NOTICE INVITING TENDER FOR PROVISION OF STUDENT MESS AT AIIMS MANGALAGIRI

Tender No. AIIMS/MG/Procurement/06/2022-23/Student Mess

Critical Data Sheet	
Mode of Tender	E- Tender
Type of Bid	Two Cover Bid
Tender Publishing Date	29/ 08 / 2023 6.00 PM
Pre- Bid meeting	-
Last date and time for submission of Tender	20/ 09 / 2023 6.00 PM
Date and time for opening of tender	21/ 09 / 2023 6.00 PM
EMD	Rs. 3,00,000
Performance Security Deposit	Rs. 8,00,000
Period of Contract	Two years and can be continued/renewed for every six months up to a total of (01) year at same price awarded in contract
Validity of Bid	180 days after Bid Opening
For viewing, quoting the detailed NIT bidders may also visit our website	http://aiimsmangalagiri.edu.in https://eprocure.gov.in/eprocure/app
For Communication	O/o F I/C (Procurement), AIIMS Mangalagiri, Guntur, Andhra Pradesh 522503 procurement@aiimsmangalagiri.edu.in

The Director, AIIMS Mangalagiri invites Tenders in Two Bid System (i.e., Technical and Financial Bid) from reputed, experienced Bidders for Provision of Student Mess at AIIMS Mangalagiri through on-line e-procurement portal www.eprocure.gov.in
The Tender documents are also available in our website: www.aiimsmangalagiri.edu.in,
Bidders have to submit the bids online by uploading all the required documents through www.eprocure.gov.in Bids for this tender will be accepted through online only.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC & I (DIPP), Govt. Of India, and subsequent amendments thereof. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Mangalagiri will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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

Manual bids and conditional bids will not be accepted under any circumstances and will be out rightly rejected.

F I/C (Procurement)
For Director, AIIMS Mangalagiri

SCOPE OF WORK

1. Mess Timings:

1.	Breakfast	07:00 – 9:30 Hrs	During weekends & Holidays the breakfast timing should be extended till 10:30 Hrs
2.	Lunch	12:30 – 14:00 Hrs	
3.	Snacks	17:30 – 18:30 Hrs	
4.	Dinner	19:30 - 21:30 Hrs	

2. The Institute requires contractor(s) to run Mess Services at AIIMS Mangalagiri on subsidized rates as fixed by the Institute to cater for the needs of the students, residents, faculties, and staff.
3. The menu should be fixed in consultation with the Food Safety Monitoring committee (FSMC) of the Institute from time to time..
4. Strict adherence to the timings, menu and prices of extra items will be made as determined by the Committee in consultation with the Caterer.
5. The strength of mess members is expected to be 350 during the year. Presently two batches of students with a strength of 50 per batch. If all batches admitted are 125 strength, the peak student strength will be 600 (after making deductions for day scholars). Future expected peak strength approximately 600 ±10%. During the summer and winter vacations, mess shall remain closed, unless prior agreement is reached between the Committee and the Caterer
6. The vendor shall be responsible for ensuring that all machinery and equipment's available at the Kitchen are safe to handle and are available in functional condition.
7. The contractor has to deploy his own trained kitchen staff to run the Kitchen including skilled operators for preparation and cooking, serving and collection of dirty dishes for cleaning and supervisory personnel for supervision and coordination of overall kitchen work and timely serving of good quality meal/s. The bidder shall be responsible for taking all measures to safeguard (all the staff employed by the firm) from all the likely health hazards including Personal Protective Equipment (PPE) and immunization.
8. The staff deployed by the contractor shall wear hand gloves, head cap, uniforms/ aprons at the time of processing for maintaining good hygienic condition.
9. The complete responsibility lies with the contractor for providing of good quality and maintain adequate stock of food grains like Rice, Dal (Various type), Rajma, Gram, Atta etc., fresh green vegetables and any other food item required for preparation and cooking at his own cost, and adhere to the standards as prescribed by the Committee. Vegetarian and Non Vegetarian food will be cooked and served separately.
10. The FSMC committee can reject the raw material of poor quality brought by the contractor for cooking, if found during surprise visits.
11. The vendor shall also be responsible for regular quality check of the raw material being received and the cooked food. The FSMC committee can check the quality of food time to time and take appropriate action if found unsuitable.
12. The contractor shall maintain best hygienic condition in preparation, cooking, washing, cleaning, storing and distribution of meal.
13. The contractor should take appropriate protective arrangement from Rat, insects [Cockroach] etc. in the Kitchen and Longue area.
14. The contractor has to provide preventive as well as breakdown maintenance of kitchen equipment's and accessories.
15. The contractor will be responsible for maintaining adequate number of persons engaged in cooking distribution of food and disposal of garbage and left over food. The responsibility of maintaining the cleanliness and hygienic condition of the Mess and proper disposal of waste will be of the contractor, at his own cost.
16. **Medical examination of staff:** The vendor shall employ only those persons for the

above-mentioned work who are found to be medically fit. FSMC committee reserves its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred on medical examination of such Employees, shall be borne and paid by the vendor.

17. All mess employees should be in proper uniform.
18. The successful bidder shall ensure that all employees are vaccinated for Hepatitis - B. A certificate by an appropriate hospital or Doctor shall be submitted to authenticate the same. Regular de worming of all the staff should be done every six months.
19. The approval of FSMC committee shall be obtained before changing the quality/brands of raw materials.
20. **Cleanliness:** It shall be the responsibility of the vendor to employ adequate number of cleaners and sweepers and provide them with adequate and necessary equipment/s/ materials for keeping the kitchen scrupulously clean and in a sanitary condition to the satisfaction of the Institute authorities. Anti-rodent and pest control measures will also be strictly followed and it will be the responsibility of the vendor to ensure that premises are free of these.
21. The services will be provided to the Institute' Mess at the fixed rate.
22. The Mess will run on all days including Sundays and Holidays.
23. The timings and working days of the Mess will be regulated by the Committee.
24. Major civil and electrical works will be attended by Institute. Minor maintenance jobs such as replacement of light bulbs, tube lights etc. shall be the responsibility of the contractor.
25. Dining hall furniture, service counters, crockery, cutlery and equipment for cooking and serving will be provided by the contractor etc. will be provided by contractor. Upkeep of all items provided by the Institute shall be the sole responsibility of the caterer. Maintenance of kitchen equipment will be covered to the scope of service contract entered into by Institute with equipment suppliers, but catering contractor should inform service contractor of maintenance requirements. Additional expenses on repairs and maintenance of equipment, if any, shall be borne by the caterer.
26. Commercial cylinders, refilling of commercial cylinders and procurement of good quality provisions and other consumables is the responsibility of the caterer. The contractor will use only commercial cylinder and ISI marked gas stove for cooking.
27. Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor.
28. Cleaning and Housekeeping of Kitchen and dining area, will be the sole responsibility of the caterer. Cleaning of Utensil, Cutlery, Crockery, and Kitchen Equipment furniture will also be the sole responsibility of the caterer. Caterer will maintain full cleanliness and hygienic conditions in the Mess.
29. The caterer shall attend the monthly meeting of the Committee failing which penalty as deemed fit by the Committee will be imposed.
30. The tenderer will be provided with the space and infrastructure like tables, chairs, lights, fans, water coolers and water supply.
31. Quality of materials and preparation: The tenderer shall ensure that:
 - (a) Food ingredients, additives and materials must be of best quality available in the market,
 - (b) Vegetables, bread, fruits, chicken and other such perishable items should be purchased fresh from the market on daily basis,
 - (c) The Tenderer shall take meticulous care to provide clean and quality food in all preparations,
 - (d) The food items decided by the Committee should be invariably followed. The committee members shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day, and
 - (e) Waste and garbage disposal must be done twice a day on regular basis with their

own cost. If found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, if deemed necessary

32. The successful vendor shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Committee of AIIMS, Mangalagiri.
33. The Tenderer shall ensure that either he himself remains present during services to the students or one of his responsible supervisors remains present.
34. The tenderer shall not keep the Mess closed without prior permission from the Committee, AIIMS, Mangalagiri authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by Committee, AIIMS, Mangalagiri, as it may deem fit.
35. The tenderer shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the Mess services, in addition to what is provided by AIIMS, Mangalagiri.
36. The tenderer shall be solely responsible for segregation and disposable all solid and wet waste including food waste in timely manner, using his own arrangements and will bear the cost for such disposable of the waste.
37. Use of Single Use Plastic has been banned by the Govt of India and tenderer shall not use single use plastics. The tenderer shall comply with all existing rules in using plastic and other materials for preparation and serving of the food, if any modifications in these rules are notified by Govt. of India the tender shall comply with them.
38. Total Area of Canteen is tabulated below:

S.No	Name of the Area	Area in Sq.mtr
1	Cooking Area	33.5
2	Dry Area	9
3	Cold Area	8.5
4	Preparation Area	8.7
5	WashArea	8
6	Pantry	18
	Total	85.74
7	Toilets	4
8	Locker	3
9	Dining Area	286
	Total	293

TECHNICAL BID DOCUMENTS

Documents for establishing Bidders eligibility:

1. Scanned copy of EMD/ Bid security to be uploaded. If the firm is a MSME, relevant documentary evidence may be provided for claiming exemption from payment of EMD/Bid Security to be uploaded.
2. Scanned copy of valid food license/Catering service license issued from concerned state licensing authority.
3. Signed and scanned copy of duly attested copy of Aadhar, PAN, GST, and firm registration certificate/ Certificate of Incorporation.
4. Signed and Scanned copy of all annexures in given format.

5. Scanned attested copy of deed of partnership, if the bidder is a partnership concern.
6. The Bidder shall have experience of running a cafeteria/restaurant/mess in a reputed institutions like AIIMS/Reputed Medical colleges Govt or Private/ Central and state Govt. institutes/organizations.
7. Satisfactory perform certificate issued by the Govt./Private hospitals during the last three financial years.
8. The bidder must submit the documentary proof of running the establishment for three years from the concerned organization along with satisfactory performance report of the three years; the tendering firm/individual should be running an establishment currently for atleast six months preceding the date of issue of tender. The client may reserve the right to verify the performance of the bidder of running establishment by site visit or any other method after opening of tender. If it is observed that the service of bidder with any of current users is not satisfactory, then the bid will be rejected and no communication will be entertained in this regard.
9. Scanned copy of Labour License issued from Concerned State licensing authority.
10. The firm should be registered under ESI Act, 1948, Employees' Provident Funds (EPF) and Miscellaneous Provisions Act, 1952, as applicable.
11. Attach copy of last three year's Income Tax Return.
12. **Turnover:** The Minimum average annual turnover for last three years should not be less than Rs 50, 00,000 (Rupees Fifty lakhs Only). Bidders to submit last three year's turnover, balance sheet and profit & loss statements duly certified by the Chartered Accountant.

Firm/company who have withdrawn after participating in any of the previous tenders of All India Institute of Medical Sciences – Mangalagiri are not eligible to participate in this tender.

Note:

1. No Joint Venture/ Consortium is allowed to participate in the Tender Process
2. The authorized signatory of the bidder must digitally sign the bid. Individuals digitally signing the bid or other documents connected with a contract must specify whether he signs as:
 - i) A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
 - ii) In case of partnership firm, he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
 - iii) Constituted attorney of the firm if it is a company.

NB

- a) In case of (ii) above, a copy of the partnership agreement duly registered with "Registrar of Firm's" or general power of attorney, in either, case, attested by a Notary Public should be uploaded, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be uploaded.
- b) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm and uploaded.

2. Bidders are requested to upload the clearly visible documents only. Eligible documents shall be liable for rejection without any further communication.
3. Notwithstanding anything stated above, the Institute reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. PREAMBLE: -

- i) **Pre-Bid Meeting:** - The pre-bid Tender meeting will be held on --/--/2023 at Room no: 236, Procurement Cell, Admin & Library Building, and AIIMS Mangalagiri. The agency(s) may get clarified any confusion regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion or any things relating to this contract will not be entertained and it will be deemed that the agency has understood everything about this tender. Based on queries of the bidders, committee members will decide to issue any amendments/corrigendum for the tender
- ii) **Language of Tender:** -The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- iii) **Tendering Expenses:** - The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.
- iv) **Clarification of Tender Documents: -**
 - a) 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.
 - b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be made to the 24x7 CPP Portal Helpdesk.

2. Tender Prices:-

- a. The bidder shall indicate all specified components of prices shown therein on the Price Schedule provided in BOQ including the unit prices, applicable taxes and total bid prices of goods and services. The entire column shown in BOQ should be filled up as required.
 - b. The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).
 - c. Bids, where prices are quoted in any other way shall be treated as non - responsive and will be rejected.
3. **Contract period:** The Period of contract is initially for a period of (2) two years and can be continued / renewed for every six months up to a total of (1) one years at same price awarded in contract subject to satisfactory performance report from food safety monitoring committee (FSMC) and approval of competent authority of AIIMS, Mangalagiri and on mutual consent of both the parties in accordance with/ rules framed by the Government of India from time to time with same terms and conditions.
 4. **Bid validity:** - The bids shall remain valid for acceptance for a period of 180 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.

5. **Scrutiny and Evaluation of Tenders:-**
 - a) Tenders will be evaluated on the basis of the terms & conditions incorporated in the tender document.
 - b) The Purchaser will examine the Tenders to determine whether they are complete, devoid of computational errors, sureties furnished, documents signed & stamped etc.
 - c) The Purchaser's determination of a Tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.
6. **Award of Contract:** Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder. In case of tie in financial bid of two participants years, total annual return as shown in ITR forms will be used for declaring bid winner. The decision to award the Mess contract will be taken on the basis of prices quoted, feasibility, quality and quantity.
7. **Non- responsive tender:-** Non submission of the following will lead to the tender to be declared non – responsive and summarily rejected:
 - a) Tender Acceptance Form as per Annexure-I (signed & stamped) not uploaded.
 - b) Bid validity is shorter than the required period.
 - c) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions
 - d) Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
 - e) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender like terms of payment, liquidated damages, comprehensive warranty, dispute resolution mechanism, and applicable law.
 - f) Poor/unsatisfactory past performance.
 - g) Bidders who stand de-registered/ banned/ blacklisted by any Central Govt. Ministries/ Departments/ Hospitals/Institutes.
8. **Discrepancies in Prices:** The Bidder(s) shall quote Rate up-to two decimals only. Only the first two decimals will be considered for quotation is having more than two decimals.
9. **Purchaser's Right to accept any tender and to reject any or all tenders:** The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders
10. **Corrupt or Fraudulent Practices:** It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows: -
 - a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; &
 - b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
 - c) A proposal will be rejected for award if it is determined that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - d) Will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in

- competing for, or in execution of the contract.
11. The competent authority reserves the right to accept or reject any or all tenders without assigning reasons.
 12. The competent authority reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

TERMS & CONDITIONS

1. One contactor or contractors having business relationship shall submit not more than one tender. Under no circumstance, father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
2. **Earnest Money Deposit:** EMD amounting to Rs. 3,00,000/- (Rupees Three Lakhs only) (refundable to unsuccessful bidders after award of the contract) to be deposited in the following Bank Account details (Account no: A/C 38321557910, IFSC Code SBIN0061485 Account Name - AIIMS Mangalagiri – Receipts) State Bank of India or Demand Draft may be drawn in the favor of “Director AIIMS Mangalagiri” and payable at Mangalagiri from any Scheduled bank with validity of 180 days from date of publishing to be submitted. The EMD should be furnished along with the technical bid. The EMD of the successful bidder shall be returned after the successful submission of Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.
The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI)/ MSME are exempted to submit the EMD (copy of registration must be provide along with). The Hard Copy of original instruments in respect of earnest money deposit must be delivered to **the Room no: 236 O/o F I/C (Procurement), 2nd floor, Admin & Library building, AIIMS Mangalagiri, Guntur, A.P- 522503** on or before last date of bid submission date/time as mentioned. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc. against the submitted bid
3. **Right of acceptance/Rejection:** AIIMS, Mangalagiri reserves the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The AIIMS Mangalagiri reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.
4. **Assignment:** The bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser’s prior written permission.
5. **Sub Contracts**
 - a) The bidder shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the bidder from any of its liability or obligation under the terms and conditions of the contract.
 - b) Sub contract shall be only for bought out items and sub-assemblies.
 - c) Sub contracts shall also comply with the provisions of “Country of Origin”.
6. **Signing the Contract:** - The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred only) along with performance security within fifteen (15) days from the issue of notification of award. In the event of failure on the part of the

successful bidder to sign the Contract within the period stipulated above, the acceptance of BID shall be considered as cancelled.

7. **Performance Security:** - The Successful Contractor will be required to furnish an amount of Rs. 8, 00,000 (Rupees Eight lakhs) a performance security to be deposited in the following Bank Account details (Account no: A/C 38321557910, IFSC Code SBIN0061485 Account Name - AIIMS Mangalagiri – Receipts State Bank of India) or Demand Draft may be drawn in the favor of “Director AIIMS Mangalagiri” and payable at Mangalagiri from any Scheduled bank within 30 days from the award of contract. Security Deposit shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.

The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non – observance of any condition of the contract.

In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited would be forfeited. The original PSD must be delivered to **Room no: 236 O/o F I/C (Procurement), 2nd floor, Admin & Library building, AIIMS Mangalagiri, Guntur, A.P- 522503** Performance Security will be discharged after 60 days from the completion of contractor’s performance obligations under the contract.

8. **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Mangalagiri. The security deposit shall stands forfeited.
9. **Insolvency:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Mangalagiri shall have the power to terminate the contract without any prior notice.
10. **Fall clause:** If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform AIIMS, Mangalagiri immediately about such reduction in the contracted prices. AIIMS, Mangalagiri is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates. In case of any enhancement in Taxes due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional Taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Taxes, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the AIIMS, Mangalagiri on account of the increase in Taxes.
11. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
12. Conditional bid will be treated as unresponsive and it may be rejected.
13. **Subletting of Contract:** Bidder shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other Second Party without prior written consent of the AIIMS Mangalagiri.
14. **Penalties for non-performance**
The penalties to be imposed, at any stage, under this tender are;
a) imposition of liquidated damages,
b) forfeiture of EMD/performance security,
c) Termination of the contract,

d) Blacklisting/debarring of the bidder

15. Termination of Contract

- a) **Termination for default:** - The Institute, without prejudice to any other contractual rights and remedies available to it (the Institute), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful Bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Institute.
- b) Unless otherwise instructed by the Institute, the successful bidder shall continue to perform the contract to the extent not terminated.
- c) **Termination for insolvency:** If the successful bidder becomes bankrupt or otherwise insolvent, the Institute reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful Bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and or will accrue thereafter to the Institute.
- d) **Termination for convenience:** - The Institute reserves the right to terminate the contract, in whole or in part for its (Institute) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Institute. The notice shall also indicate inter alia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

16. The contract may be terminated by giving a notice of three months on either side. In case of termination of the contract due to poor performance of the contract as decided by the AIIMS, Mangalagiri or termination of the contract by the Contractor before the stipulated period of the contract, the security Deposit of the contractor will be forfeited.

17. Force Majeure:-

- (i) For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management.
- (ii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iii) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- (iv) In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

SPECIAL TERMS & CONDITIONS

Legal Terms and Conditions:-

1. 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.
2. The Tenderer should make sure that his work should be as per the guidelines laid by FSSAI (Food Safety and Standards Authority of India)
3. 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 Mess in mess building at AIIMS, Mangalagiri.
4. 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.
5. The Tenderer and his staff shall abide by various rules and regulations of AIIMS, Mangalagiri as prevalent from time to time. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.
6. The Tenderer shall comply with all existing labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Tenderer in respect of non-compliance of any labour legislation in force during the validity of the contract, the Tenderer would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
7. The Tenderer shall submit to FSMC Committee, AIIMS, Mangalagiri a list of all workers engaged to carry out the catering work, indicating name, age, home address, qualifications, Police verification and worker's identity cards etc, and would intimate will be compulsory before taking the charge of Mess as and when any change takes place. The Tenderer shall not at any time engage any minor to carry out the work under the contract. Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.
8. The Tenderer shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
9. FSMC Committee, AIIMS, Mangalagiri would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Mangalagiri rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff. The decision of AIIMS, Mangalagiri's management in this regard would be final and binding on the Tenderer. In such an event, Committee, AIIMS, Mangalagiri shall have the right to

engage any other tenderer to carry out the task.

10. The successful tenderer shall not sub-let the premises either in whole or in part. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of clothes etc. will be allowed in the Mess.
11. **Electricity charges:** Separate connection from APCPDCL shall be got by contractor at his own expense and the contractor shall pay bill. If a sub-meter is attached and power tariff for such consumption will be fixed by AIIMS Mangalagiri.
12. **A. Water charges:** Water is chargeable as per the rates fixed by the AIIMS Mangalagiri.
B. Mess Off: Hostel students who want to take leave for a minimum of three days shall submit Mess Off application form to the authorized representative of mess vendor through proper channel.
C. License fee: An amount of Rs. 8,000/- to be paid by the contractor every month as license fee.
D. Advance payment: Students shall pay one month advance to the contractor in the first week of every month.
13. The Tenderer and his staff shall comply with all instructions and directions of the Committee, AIIMS Mangalagiri authorities given from time to time. In the event of any emergent situation, the staff of the Tenderer shall comply with instructions given by the Committee, AIIMS, Mangalagiri authorities, without waiting for confirmation by the Tenderer.
14. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of Mess 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.
15. 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
16. The contractor shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found, then the same will be recovered from the contractor. The contractor shall take adequate fire precautions.
17. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the Institute.
18. **Arbitration / Resolution of disputes:** - In the event of any dispute or difference(s) between the Contractee (AIIMS Mangalagiri) and the Contractor(s) arising out related to cafeteria/canteen/Mess, lease, Rent, Management, maintaining hygiene and abiding rules and regulation framed by food safety monitoring committee shall be referred to the Director AIIMS Mangalagiri who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the

arbitrator shall be final and binding on both the parties. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.

19. **Applicable Law & Jurisdiction of Courts:** The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Mangalagiri/Vijayawada/Guntur (Andhra Pradesh, India).
20. Contractors should maintain the hygiene / cleanliness of the premises at all times and according to the Health/Hygienic bye-laws of the FSSAI/Civic Bodies.
21. The conduct/behavior, cleanliness and wages of all attendants/worker will be the responsibility of the contractors. The contractors should obtain the necessary police verification of all employees. He/she shall not employ any child labour. The contractor shall follow all the rules as applicable for running of such establishment as laid down by the concerned authority.
22. Sudden closure of the premises and stoppage of work without prior permission from Director, AIIMS, Mangalagiri may result in cancellation of the license / contract and forfeiture of the security deposit in addition to blacklisting of firm.
23. The Food Safety Monitoring Committee or its members shall have every right to inspect the Mess without any notice and can seal the Mess in case of violation of terms and conditions. The staff of the Mess shall be the sole staff of the contractor and no relationship of master and servant shall exist between AIIMS, Mangalagiri and such staff.
24. AIIMS reserves the right to check the food quality of items prepared in the kitchen at any time and to take the samples in the presence of representatives of Contractor/Service Provider and get it tested from Government approved Laboratories for Microbiology/Adulterant testing of raw food, cooked food, etc. regularly to maintain hygiene standards. In case the quality is found unsatisfactory after repeated warnings the Service Provider / Contractor is not providing good quality hygienic food as per contract, appropriate action shall be taken against the contractor as per contract terms.
25. **BRANDS OF CONSUMABLES PERMISSIBLE IN MESS:** The raw materials procured will be highest quality and would be required to use ISI/AGMARK/HACCP Products invariably. The caterer may use any other FPO approved brands only if permitted by the committee in writing the items used should be fresh & fit for human consumption. The raw materials must be stored properly to avoid contamination and infestation with pests

26. Physical Inspection:

- a) The committee of AIIMS Mangalagiri shall visit at least 1 (one) institute where the bidder himself provides the exact/similar nature of services to asses :-
 - i) Food quality and taste
 - ii) Cleanliness & Hygienic condition of the working place such as cooking area, service area, dining area etc.
 - iii) Staff: Trained/Experienced/uniform/Behavior etc.
 - iv) Food storage facility: Cold storage, Pantry storage, Cooked food storage etc.

- v) General: Garbage disposal, Exhaust system, Firefighting system
- vi) Records of bidder etc

b) The vendors must operate and run their catering services inside Mangalagiri. Site visit of members to be arranged by the bidders at no cost to AIIMS Mangalagiri

27. PENALTY CLAUSE: The caterer will be fined in case of violation of the following rules on the recommendation of mess committee:

- a) Non-availability of complaint registers on the counter/discouraging students from registering complaints would lead to a fine of Rs.1,000/- (Rupees one thousand only) on the caterer.
- b) Three or more complaints of insects and/ or foreign object cooked along with food found in any food item would invite a fine of Rs.2,500/-on the caterer.
- c) Three or more complaints of unclean utensils in a day would lead to a fine of Rs.2.500/-on the caterer.
- d) If mess committee agrees that certain meal was not cooked properly then a fine of Rs.1,000/-would be imposed on the caterer.
- e) If food for any meal gets over with in timings of mess and waiting time is more than 20 minutes dinner, and 15 minutes of breakfast then a fine of Rs.500/-would be imposed on the caterer. The timing for that meal will be extended equivalent to delay time.
- f) Changes in menu of any meal without permission of mess committee would result in a fine of Rs.2,500/- on the caterer.
- g) Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs.5,000/-on caterer for every instance.
- h) For any rules stated in the agreement, -First violation of the rule implies fine as per the rule. Second and subsequent violations of the same rule within 30 days of previous fine will attract triple the initial amount of fine on the caterer.
- i) Absence of proprietor or his representative empowered to take decision from mess council meetings on due invitation (which will be held once very month) will attract a fine of Rs.5,000/- contractor.
- j) As and when mess committee proposes a fine it will inform the representative of the caterer or mess manager and fine will be imposed.
- k) Using of brands not mentioned in the contract without prior permission and adulterations shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess committee.
- l) In case of gross failure/ negligence a severe penalty will be imposed, which could be a hefty fine up to Rs 25,000/-or summary termination of the Contract.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- b) As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.
- d) Upon enrollment, 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.

- e) 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.
- f) 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

- A. 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.
- B. 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.
- C. 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

- i) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.
- ii) 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.
- iii) 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, 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.

4. CORRIGENDUM

- a) At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
- b) Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- c) Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Mangalagiri.

5. SUBMISSION OF BIDS:

- a) 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.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) 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 colored (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.
- d) 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.
- e) 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.
- f) 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

- a) 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.
- b) 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.

Institute website: <http://aiimsmangalagiri.edu.in>

E-Tendering Portal:

<https://eprocure.gov.in/eprocure/app>

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002, 0120-4001 005, 0120-6277 787

Email Support: cpp-doe@nic.in, support-eproc@nic.in

Tender queries: procurement@aiimsmangalagiri.edu.in

CHECK LIST FOR TERMS AND CONDITIONS

A. Checklist of documents to be submitted online:

S. No.	Documents	Uploaded (Yes/No)	Ref. Page No.
a)	Signed and scanned copy of duly attested copy of PAN, GST & Firm registration certificate and Certificate of Incorporation		
b)	Signed and Scanned copy of Tender Acceptance letter Annexure – I		
c)	Signed and scanned copy of Power of Attorney Annexure – III		
d)	Copy of duly attested copy of Profile of firm Annexure – II		
e)	Copy of duly attested copy of EMD		
f)	Copy of Labour licence		
g)	Copy of Catering service/Food licence		
h)	Copy of firm EPF & ESI Copy		
i)	Proof of work experience for running cafeteria/restaurant/mess in to AIIMS/Central or State Government / Reputed private Institutes in India (Work Orders/ Contract Agreements to be submitted)		
j)	Performance Satisfactory certificates of similar services Annexure – VI		
k)	Signed and Scanned Copy of affidavit as per Annexure IV		
l)	copy of Balance sheets and profit loss statements for last three successive years duly certified by the Chartered Accountants. (Minimum avg. annual Turnover must be Rs. 50 Lacs) and Annexure V		
m)	Attach copy of last three year’s Income Tax Return.		

B. Checklist of documents to be submitted online: Price Bid /Financial Bid:

I	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.

Appendix-I

GENERAL STRUCTURE OF THE MESS MENU

1. BREAKFAST

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

And

- a) Milk (~200ml) with cornflakes/ bourn Vita/ complan or tea or coffee.
- b) 1 Banana (Thrice a week)

2. LUNCH:

- a) Rice (unlimited),
- b) Chapatti or plain -parantha or poori(unlimited),
- c) Dalor Sambhar or Curry or rajma or chola(unlimited).
- d) Vegetable (fried) (unlimited),
- e) Curd or its other form (raita, chhach)or flavoured drink (Rasna, Roohafza etc.)
- f) Pickle & salad (lemon and any of three viz. tomato, carrot, beetroots, cucumber & onion)
- g) One Papad.

3. SNACKS:

- a) Samosa or Kachori or Aalu-bonda or Chana-wadaor Uttapam or Idly sambhar or Dosa or Upma or Wada Sambhar & two slices of plain bread with butter (~20gm) & jam
Or
Four toasted bread with jam & butter without snack item, or One bowl of instant noodles.
- b) Tea or coffee.

4. DINNER:

- a) Rice (unlimited).
- b) Chapati or plain-parantha or poori(unlimited).
- c) Curry or rajma or chola (unlimited).
- d) Vegetable(unlimited),
- e) Curd or its other form (raita, chhach) or flavoured drink (Rasna, Roohafza etc.)
- f) Pickle & salad (lemon and any of three viz. tomato, carrot, beetroots, cucumber & onion)
- g) One Papad.
- h) Sweet dish (as a part of special meal) (thrice a week).

Note:

- a) Fennel seeds/ sugar & pickles shall be provided with every form of meal. Either Curd or its other form must be served with every lunch. Ketchup shall be provided with Samosa, bread pakora, Parantha etc. In breakfast. Imli, tomato Chutney shall be served with kachori, samosa & other forms of Snacks. Coconut Chutney & Sambhar will be served with all south Indian breakfast foods. One serving of Sweet Dish or One scoop of Ice-cream or Milk-shake (200ml) or one serving of mixed fruits have to

be served with special meal. Sweet must include all forms of Bengali, Gujarati or south Indian dishes.

- b) Special meals will be served thrice a week i.e., for non-vegetarians there will be three servings for non-veg as dinner every week [one egg item-egg curry/ egg bhurjee/ masala egg etc. (Friday); and another non-veg. item masala chicken/ mutton-korma/ prawns/fish/ butter chicken/ chicken or mutton biryani (Wednesday & Sunday)]. Equivalent veg. preparations like malai kofta/ kadhai paneer/ paneer butter masala and some special veg. (as decided by the Mess Committee) will be served also. Each special meal will have sweet dish/ Ice-cream/Pudding.

Brands of Consumables permissible in Hostel Mess

S.No	Item	Brand
1.	Salt	Tata/ Annapurna/ Catch/ Saffola/ Naturefresh
2.	Spices, Sambhar Powder	M.D.H. Masala/ Badshah/ Everest
3.	Ketchup	Maggi/ Kissan/ tops
4.	Oil	Sunflower/ Sundrop/ Saffola/ Fortune/ Natural (Use of Hydrogenated (vanaspati) oil is prohibited)
5.	Pickle	Mother's recipe/ Priya/ MTR
6.	Aata	Ashirvad/ Pillsbury/ Annapurna/ Shaktibhog
7.	Instant Noodles	Top Ramen/ Maggi
8.	Flavoured fruit drinks	Real/ Amul/ minute maid/ Tropicana
9.	Papad	Lijjat/ Bhikaji/ Oswal
10.	Butter	Amul, Britannia/ Mother Dairy/ Saras
11.	Bread	Modern/ Kwalitiy/ Figo/ Suncity/ Britannia,
12.	Cornflakes	Kellog's/ Bagrry's/ Kwalitiy
13.	Jam	Kissan/ Maggi/ Tops
14.	Ghee	Amul/ Mother Dairy/ Milkfood/ Saras
15.	Milk	Saras/ Amul/ Vijaya/ Heritage/ Sangam/ Mother Dairy (Without Water)
16.	Paneer	Amul/ Saras
17.	Tea	Brook bond/ Lipton/ Tata/ Taaza/ Taj Mahal
18.	Coffee	Nescafe/ Bru instant
19.	Ice Cream	Amul/ Mother Dairy/ Kwalitiy/ Havmor
20.	Rice	Dawat/ Lal quila/ Kohinoor/ India gate Long grain [Basmati rice etc.] for special meals and medium grain rice [Sona Masuri etc.] for other days)

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

PRICE BID FORM

S.No	Description	Amount in Rs	GST in Rs.	Total Rate in Rs. Incl. GST	Total Rate in Words Incl. GST
1	Mess Charges per student per month				

Note: After due evaluation of the bid(s) Institute will award the contract to the Lowest evaluated responsive Bidder.

Declaration by the Bidders:

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

Name: -
 Address: -
 Phone No: -
 Email: -
 Seal: -

Place:-
 Date :-

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Director,
AIIMS Mangalagiri

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 has 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.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

PROFILE OF THE ORGANIZATION/COMPANY/FIRM
(To be given on Company Letter Head)

FORM A: Particulars of the Firm/Company/Agency		
1.	Name of the firm/Company/Agency	
2.	Type of Firm/Company (Individual/ proprietary/ partnership/ public/private/ limited/ if any specify)	
3.	Type of business (Manufacturer/ Authorized Agent/ Consulting company/ if any specify)	
4.	Website	
5.	Year of Establishment	
6.	Permanent Account No (PAN)	
7.	GST Registration Certificate No	
8.	Communication Address	
9.	Email ID	
10.	Telephone/Phone Number	
Particulars of the firm representative		
11.	Name of the contact person	
12.	Designation	
13.	Email ID	
14.	Mobile No.	

FORM B: Particulars of Firm Bank Details		
15.	Name of the account holder / Firm	
16.	Account Number	
17.	Name of the Bank & Branch	
18.	IFSC Code	
19.	MICR code	
20.	Type of account	
21.	Address	
<p><i>*Please attach a Cancelled Cheque along with the account information form.</i></p>		

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized

Date:

Designation Office Seal of the Bidder)

Annexure – III

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 ofas
our attorney, to act and sign on my/our behalf to participate in the tender
no..... for
(goods/service/work 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: _____

AFFIDAVIT

**DECLARATION REGARDING CRIMINAL LIABILITY, BLACKLISTING /
DEBARRING AND NON-PENALIZE/ PUNISH FOR TAKING PART IN TENDER**

*(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- non judicial
Stamp paper by the Tenderer)*

I, _____
Proprietor/Director authorized signatory of the agency/Firm (M/s _____
_____), do hereby solemnly affirm and declare as follows:

1. I am authorized signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the firm/Agency has not been banned /suspended/blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

or

I / We _____ (Tenderer) hereby declare that the Firm / agency namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

6. I / We hereby declare that the firm / agency namely has not been penalized in the past years by Labour Court, EPFO & ESI by way imprisonment.

or

7. I/ We _____ (Tenderer) hereby declare that the Firm / agency namely M/s. _____

has been penalized / punished by Union / State Government or any Organization from taking part in Government tenders for a period of years w.e.f. _____ to _____ The period is over on _____ and now the firm/ company is entitled to take part in Government tenders.

8. I/We further undertake to report to the F I/C (Procurement) of Procurement Office, AIIMS, Mangalagiri immediately after we are informed but, in any case, not later 15 days, if the Firm/Agency in which Proprietor/Partners/Directors of Firm/Agency which is banned/suspended in future during the Contract with you.
9. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.
10. In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by the AIIMS Mangalagiri, and SD (Security Deposit) shall be forfeited.
11. In addition to the above, the AIIMS, Mangalagiri will not be responsible to pay the bills for any completed /partially completed work.

(Signature of the Bidder)

Attested:

(Public Notary / Executive Magistrate)

Name:

Date

Designation

Place:

Seal of the Agency

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

ANNEXURE – V

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

I/We have examined the books of account and other relevant records of
 (bidding firm name), having its registered office at (full
 address of bidding firm) and do hereby certify that:

(1) Annual gross turnover as per Annual Accounts of the firm for last three years is as under-

Sl. No.	Financial year	Turnover
1.	2020-2021	
2.	2021-2022	
3.	2022-2023	

(2) Average turnover of the firm for last three financial years is Rs.

Signature of CA (with stamp of Firm)

Name-

(Registration No.-)

(Chartered Accountant)

UDIN Number:

Firm name-

Proprietor name

Signature (with stamp)

Date-

ANNEXURE – VI

Format of Experience certificate

Contract No./Supply order No.	Name of the Purchaser*	Description of work	Qty Supplied	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion

* Attach certificate(s) of workorders/Contract Agreements.