

**Tender**  
**For**  
**Hostel Mess Services**  
**At**  
**All India Institute of Medical Sciences, Jodhpur**

**NIT No. : Admn/Tender/10/2015-AIIMS.JDH**  
**NIT Issue Date : 31<sup>st</sup> July, 2015**  
**Last Date of Submission : 31<sup>th</sup> August, 2015 at 03:00 PM**  
**Pre Bid Meeting : 10<sup>th</sup> August, 2015 at 12:00 PM**



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

Basni Phase - II, Jodhpur – 342005, Rajasthan

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All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare Institute being established by Act of Parliament of India under aegis of Health & Family Welfare, Government of India, invites sealed tenders for providing Hostel Mess Services at AIIMS Jodhpur. You are requested to quote your best offer along with the complete details, terms & conditions. Quotation should be sealed and super-scribed with tender name, number and address to:

“The Administrative Officer  
All India Institute of Medical Sciences, Jodhpur  
Basni, Phase-II  
Jodhpur-342005, Rajasthan”.

The sealed quotations should reach the Institute, latest by 31<sup>st</sup> August, 2015 at 03:00 PM and it will be opened on same day at 04:00 PM in the Conference hall, Academic Block, AIIMS Jodhpur in the presence of the bidder(s) or their authorized representative(s), who will present at the scheduled date and time.

### **Scope of Work:**

1. Strict adherence to the timings, menu and prices of extra items will be made as determined by the Mess Committee in consultation with the Caterer.
2. The strength of mess members is expected to be 500 during the year. During the summer and winter vacations, mess shall remain closed, unless prior agreement is reached between the Mess Committee and the Caterer.
3. The caterer shall, at his cost, maintain adequate stocks of food grain, grocery etc., and adhere to the standards as prescribed by the Institute.
4. No food cooked in the Mess shall be taken outside the premises without prior permission of the competent authority.
5. Vegetarian and Non Vegetarian food will be cooked and served separately.
6. 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.
7. Kitchen equipment, gas (commercial cylinder) bank and dining hall furniture, service counters, cooking utensils, crockery, cutlery etc. will be provided by Institute. Upkeep of all items provided by the Institute shall be the sole responsibility of the caterer. Maintenance of kitchen equipment will be covered to the scope of service contract entered into by Institute with equipment suppliers, but catering contractor should inform service contractor of maintenance requirements. Additional expenses on repairs and maintenance of equipment, if any, shall be borne by the caterer.
8. Refilling of commercial cylinders provided and procurement of good quality provisions and other consumables is the responsibility of the caterer.
9. Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor.
10. Cleaning and Housekeeping of Kitchen and dining area, will be the sole responsibility of the caterer. Cleaning of Utensil, Cutlery, Crockery, and Kitchen Equipment furniture will also be

the sole responsibility of the caterer. Caterer will maintain full cleanliness and hygienic conditions in the canteen.

11. The Competent Authority reserves the right to check on cleanliness and upkeep of the premises and quality of provisions & foods.
12. The workers of the contractor should maintain personal hygiene. They should behave politely and be amenable to discipline. If in the opinion of the competent authority, the performance of any of the workman deployed is not satisfactory or he / she is not amenable to discipline or his / her behaviour is not conducive to retain him / her for their work, he / she shall have to be replaced immediately.
13. The caterer shall attend the monthly meeting of the Mess Committee failing which penalty as deemed fit by the Mess Committee will be imposed.
14. No accommodation except the changing / resting room will be provided to the caterer's workmen.
15. Notwithstanding any other provisions made in the contract, the Director, AIIMS, Jodhpur reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in the interest of the Institute. The contractor is not eligible for any compensation or claim in the event of such cancellation.
16. The Director, AIIMS, Jodhpur either directly or through its Mess Committee reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the institute by others and such alterations and variations shall not violate this contract.

### **Terms & Conditions:**

#### **A. General Conditions:**

1. Pre-bid meeting shall be held in the AIIMS Jodhpur to clarify any queries of the tenderer on 10<sup>th</sup> August, 2015 at 12:00PM.
2. **Preparation and Submission of Tender:** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers "Technical Bid for Tender for Hostel Mess Services" and "Financial Bid for Hostel Mess Services". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as "Tender for Hostel Mess Services". Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.
3. **Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 5,00,000.00 (Rupees Five Lakh Only) by way of demand drafts only. The demand drafts shall be drawn in favour of "All India Institute of Medical Sciences, Jodhpur". The demand drafts for earnest money deposit must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be returned after the successful completion of contract order 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.
4. **Tender Fee:** Tender fee will be Non-refundable amount of Rs. 5,000/- (Rupees Five thousand only).

5. **Period of Contract:** The contract period shall commence on the date of Commencement and shall remain for 2 years.
6. All the Technical Bid will be scrutinized by the evaluation committee constituted by the Director to check all relevant documents for their authenticity and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.
7. No tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited.
8. In case the successful tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
9. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.
10. The successful tenderer will have to deposit a Bank Guarantee of Rs. 25,00,000.00 (Rupees Twenty five lakhs only) by way of demand draft/ Bank Guarantee in favour of "All India Institute of Medical Sciences, Jodhpur" drawn on any Nationalized Bank/Scheduled Bank and payable at JODHPUR and valid for 60 days beyond the expiry period of contract.
11. The successful Tenderer will have to deposit the Bank Guarantee and commence the work within 15 days of acceptance of tender otherwise the contract may be cancelled and EMD will be forfeited.
12. Each page of the tender documents and papers submitted along with, should be numbered signed and stamped by the authorised signatory in acceptance of the terms and conditions laid down by the AIIMS Jodhpur.
13. The Director, AIIMS, Jodhpur reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.
14. The Director, AIIMS, Jodhpur reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
15. Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work to be done.
16. The Director, AIIMS, Jodhpur does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
17. The contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to AIIMS and shall indemnify AIIMS against all acts of omissions, fault,

breaches and or any claim or demand, loss injury and expenses to which AIIMS, Jodhpur may be party or involved as a result of the contractor failure to comply and of the obligation under the relevant act law which the contractor is to follow.

18. The catering services will be provided to the Institute at the fixed rate.
19. The timings and working days of the Mess will be regulated by the Mess committee.
20. The contractor shall display the list of items & rates in the premises.
21. The Mess should be kept neat & clean and free of unhygienic conditions.
22. The responsibility of maintaining the cleanliness and hygienic condition of the Mess will be of the contractor, at his own cost and proper disposal of waste. In case of violation of this condition, Mess Management Committee may have the right to impose a fine and the contract may be cancelled by giving a week's notice to vacate the premises.
23. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.
24. The contractor will make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment. Disposable good quality paper made items for tea etc. shall be allowed but not of plastic material.
25. The contractor shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found then the same will be recovered from the contractor. The contractor shall take adequate fire pre-cautions.
26. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the Institute.
27. The successful tenderer shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the Mess staff. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of clothes etc. will be allowed in the Mess.
28. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.
29. Quality of food/services provided will be inspected/checked from time to time and if found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, if deemed necessary.
30. The conduct/characters/antecedents and proper bonafide of the workers in the Mess shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees (permanent, temporary, casual) to the Institute. All the employees should be police verified.
31. The decision to award the Mess services contract will be taken on the basis of prices quoted, feasibility, quality and quantity.

32. The contractor will use only the commercial cylinder and ISI marked gas stove for the purpose of cooking.
33. Tenderer shall not sell any cigarette, bidi, pan, alcohol etc. in the Mess and in the AIIMS premises, if anyone is found indulged in these business the person shall be asked to leave the campus immediately and the tenderer shall be liable to lose the contract for breach of this condition.
34. As regards quality of materials and preparation, the tenderer shall ensure that: (a) Food ingredients, additives and materials must be of best quality available in the market, (b) Vegetables, bread, fruits, chicken and other such perishable items should be purchased fresh from the market on daily basis, (c) the Tenderer shall take meticulous care to provide clean and quality food in all preparations, (d) the menu decided by the Mess Committee should be invariably followed. The committee members shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day, and (e) waste and garbage disposal must be done twice a day on regular basis.
35. The Tenderer shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
36. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than AIIMS, JODHPUR students, faculty, staff and visiting faculties/guests.
37. The tenderer shall not keep the Mess closed without prior permission from the AIIMS, JODHPUR authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by AIIMS, JODHPUR, as it may deem fit.
38. 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, JODHPUR.

### **B. Qualifying Requirements:-**

39. The firm must have valid food license certificate issued on or before date of issuance of tender.
40. **The annual average turnover of services provided by the bidder should not be less than Rs. 1 Crore during the last three years** as per their audit books of accounts/Tax Returns.
41. The firms/ agencies should have at least three years' experience in the field of Mess/Catering services in Central Govt. /Institute of National Importance/ well reputed private institutions like Apollo Hospital, Cairn Energy, NIIT etc. Particulars of experience of approximate 200 persons or more in an organization in the field of Mess/Catering services in Central Govt. /Institute of National Importance/ well reputed private institutions like Apollo Hospital, Cairn Energy, NIIT etc. in last 3 years along with a certificate from the agency where the job was carried out
42. Bid should be complete and 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.
43. No Joint Venture/ Consortium is allowed to participate in the Tender Process.
44. Tenderer should submit an undertaking on firm's letter head in this regard.

45. Certificate for registration with income tax, sales tax, PF, ESI, and any authority applicable.
46. Satisfactory perform certificate issued by the Govt./Private hospitals during the last three financial years.
47. **Authority of person signing document:-** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the Director, AIIMS Jodhpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
48. **Validity:** The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
49. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

### **C. LEGAL TERMS AND CONDITIONS**

50. The Tenderer and his staff shall abide by various rules and regulations of AIIMS, JODHPUR as prevalent from time to time.
51. 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.
52. The Tenderer shall submit to AIIMS, JODHPUR a list of all workers engaged to carry out the catering work, indicating name, age, home address, qualifications, etc, and would also intimate as and when any change takes place. The Tenderer shall not at any time engage any minor to carry out the work under the contract.
53. 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.
54. AIIMS, JODHPUR 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, JODHPUR 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, JODHPUR's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, JODHPUR shall have the right to engage any other tenderer to carry out the task.
55. 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, JODHPUR, as and when necessary.

56. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

57. 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.

58. **Dispute Settlement:** - It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS, JODHPUR whose decision shall be final and binding on both the parties.

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

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

59. Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 5,000/- on the caterer.

60. 3 or more complaints of insects and/or foreign object cooked along with food found in any food item would invite a fine of Rs. 10,000/- on the caterer.

61. 3 or more complaints of unclean utensils in a day would lead to a fine of Rs. 10,000/- on the caterer.

62. If mess committee agrees that certain meal was not cooked properly then a fine of Rs. 10,000/- would be imposed on the caterer.

63. If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for lunch and dinner, and 10 minutes of breakfast and Tiffin then a fine of Rs. 5,000/- would be imposed on the caterer. The timing for that meal will be extended equivalent to delay time.

64. Changes in menu of any meal without permission of mess committee would result in a fine of Rs. 10,000/- on the caterer.

65. Fine on any discrepancy (personal hygiene of workers, misbehaviour by workers etc.) will lead to fine of Rs. 10,000/- on caterer for every instance.

66. 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.

67. Absence of proprietor or his representative empowered to take decision from mess council meetings on due invitation (which will be held once every month) will attract a fine of Rs. 25,000/- on caterer.

68. As and when mess council proposes a fine it will inform the representative of the caterer or mess manager and fine will be imposed with consent of the wardens.

69. Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess council with consent with the wardens.

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



**E. Payment Terms:**

71. AIIMS, Jodhpur shall pay the agreed amount on production of monthly bill (in duplicate) for the amount due towards services rendered during the preceding one month. The monthly bill shall include supporting documents, satisfactory performance certificate along with documents verifying payment by the agency to its employees in the previous month. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

72. Similarly, as and when faculty/staff/visiting faculty avail Mess/mess services, such charges should be collected by the tenderer directly, and the Institute shall not be responsible for the same.

**F. Mess timing:**

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

Breakfast 6:30AM to 9:00 AM

Lunch 1:00 PM to 2:00 PM

Snacks 5:30 PM to 6.30 PM

Dinner 8:00 PM to 9:30 PM

75. Menu as decided by the Mess Committee will strictly be followed.

76. Sufficient counters for every meal shall be made operational. The decision of Mess Committee in this regard shall be final.

77. In case mess is closed on any occasion or owing to pest control etc., special lunch / dinner shall be provided to the student at no extra cost.

78. Salad comprising lemon & any of three viz. tomato, carrot, cucumber, beetroots & onion will invariably be provided in every lunch & dinner. Fennel seeds / sugar & pickles shall be provided with every form of meal. Either Curd or its other form must be served with every lunch. Ketchup shall be provided with Samosa, bread pakora, Parantha etc. in breakfast. Imly, tomato Chutney shall be served with kachori, samosa & other forms of chats in Snacks. 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 every dinner. Sweet must include all forms of Bengali, Gujarati or south Indian dishes.

79. Paneer will be served twice a week in the form as decided by the Mess Committee.

80. Special meals will be served twice a week i.e. for non-vegetarians there will be two servings for non-veg in dinner [one egg item-egg curry / egg bhurjee / masala egg etc. (Wednesday); and another non-veg. item masala chicken / mutton-korma / fish / butterchicken/ chicken or mutton biryani (Sunday)]. Equivalent veg. preparations like malai kofta/ kadhai paneer/ paneer butter masala and some special veg. will be served also. Each special meal will have sweet dish/ Ice-cream/ Pudding.

**81. Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act

as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

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

**83. 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, Jodhpur in that event the security deposit shall also stands forfeited.

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

85. The AIIMS Jodhpur, reserves the right to review the performance of the firm every three months or whenever a need arises, and also to terminate the contract at any point of time during the currency of the contract in case of performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the competent authority shall be binding on the contract firm. The AIIMS Jodhpur further reserves the right to renew the contract the such period(s) as it may deem necessary, taking into account the satisfactory performance of the firm during the currency of the contract.

**86.** In case of pecuniary and material loss suffered by the Institute on account of negligence attributable to the Contractor or his employees, the AIIMS Jodhpur will have the right to forfeit the Security Deposit falls short or found to be insufficient to the loss thus incurred by the Institute, the balance, as may be necessary shall be recovered from the contractual charges due to the contractor's firm. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration of the competent authority in this behalf.

**87.** The standard of sanitation will always be upto the satisfaction of the authorized representative or the officer-incharge whose decision in this regard shall be final and binding on the contractor.

**88.** The contractor shall supply to his workers all gadgets/articles required for safety purposes, such as gas masks, torch, safety belt, gas lantern etc. He may also maintain a First Aid Box to meet any emergency situation in respect of staff deputed by him.

**89.** The work shall be carried out satisfactorily as per the directions of the competent authority of the AIIMS Jodhpur. The Director, AIIMS Jodhpur reserves the right to impose a monetary penalty not exceeding 10% of the monthly contractual charges, if he notices or it is brought to his notice any unsatisfactory cleaning, non-wearing of uniforms and gumboot by the employees deputed by the contractor firm.

**90.** After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer

91. Conditional bid will be treated as unresponsive and it may be rejected.

**92. Applicable Law:**

- The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only.
- The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties.

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

- The contractor shall be responsible for behaviour and conduct of his workers. No workman with doubtful integrity of having bad record shall be engaged by the contractor.
- The employees should be in proper uniform at the time of work. The uniform provided to the workers by the contractor should be different and distinguish from other categories of the Institute staff with name plate & badges.
- The employees should be presentable in appearance i.e. well cut and groomed hair, properly combed, neat shaved etc.
- Contractor/service provider shall get medical examination of the staff deployed to ensure that they are free from any contagious diseases and/or are fit for discharge of duties as are assigned to him/her. Medical certificate every six months shall be provided starting from the date of start of work.
- The Contractor shall provide its staff, a minimum of two sets of uniforms. The employees shall also display a photo identity card on their person clipped to the shirt at all times.

**94. Right of the AIIMS, Jodhpur:** - The AIIMS, Jodhpur reserves the right to suitably increase/reduce the scope of work put to this Tender. In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the contract Document, interpretation of the Clauses by the AIIMS, Jodhpur shall be final and binding on all Parties.

**Administrative Officer  
AIIMS Jodhpur**

**Annexure-I**  
**Technical Specification**

**(In Separate sealed cover-I super scribed "Technical Bid")**

Having read and accepted all terms and condition in the tender document we submit the details for Mess Services as follows:-

1	Name and address of the Registered office of the agency/ firm	
2	Name of the owner(s) Partners (Attach Bio-data of all Partners)	
2.a	Telephone no.	
2.b	Residence	
2.c	Office	
2.d	Mobile	
3	Details of EMD No. Date, Amount, and Bank name	
4	Whether the firm/ agency is registered, attached copy of the certificate of registration and indicate WCT number	
5	PF number	
6	Service Tax Number	
7	PAN	
8	TIN Number	
9	Food Licence – CMHO	
10	Experience of approximate 200 persons or more in an organization in the field of Mess/Catering services in Central Govt. /Institute of National Importance/ well reputed private institutions like Apollo Hospital, Cairn Energy, NIIT etc. last 3 years along with a certificate from the agency where the job was carried out. (please attach proof)	
11	Please attach the copies of the Annual certificate/ audited balance sheets for F.Y. 2011-12, 2012-13 and 2013-14.	

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

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

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

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

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

**Place:-** .....

**Date :-** .....

## General Structure of the mess menu

### **Breakfast:**

#### **For vegetarians**

1. Indian Dish
  - a. Parantha or upma or poha or idly or wada or Dosa or poori-aalu subzi or Cutlet or Pav-bhaji or sprouts), and
  - b. Four toasted bread slice with butter & jam.

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

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

#### **AND**

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

### **LUNCH:**

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

### **SNACKS:**

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

### **DINNER:**

1. Rice (unlimited).
2. Chappati or plain-parantha or poori(unlimited).
3. Curry or rajma or chola (unlimited).
4. Vegetable (unlimited),
5. Curd or its other form (raita, chhach) or flavoured drink (Rasna, Roohafza etc.)
6. Pickle & salad,
7. Sweet dish or Icecream or Milk-shake (200ml) or mixed fruits bowl as mentioned above,
8. One Papad.

**Brands of consumables permissible in Hostel Mess**

<b>Item</b>	<b>Brand</b>
1. Salt	Tata, Annapurna, Nature fresh
2. Spices	M.D.H. Masala, Satyam, Badshah, Everest
3. Ketchup	Maggi, Kissan
4. Oil	Sunflower, Sundrop, Godrej, Saffola, Fortune, Dhara (Use of Hydrogenated (vanaspati) oil is prohibited)
5. Pickle	Mother's or Pravin or Priya
6. Atta	Ashirvad, Pillsbury, Annapurna, Patanjali
7. Instant Noodles	
8. Flavoured fruit drinks	Real/ Amul
9. Papad	Lijjat/Bhikaji/Oswal
10. Butter	Amul, Britannia, Mother Dairy, Saras
11. Bread	Sanchi ,Modern, Kwalitiy, Wibs, Figo, Suncity
12. Cornflakes	Kellog's
13. Jam	Kissan or Maggi
14. Ghee	Sanchi ,Amul, Mother Dairy, Britannia, Saras
15. Milk	Saras, Sanchi, Amul, Mother Dairy (Without Water)
16. Paneer	Amul
17. Tea	Brook bond, Lipton, Tata, Taaza
18. Coffee	Nescafe
19. Ice Cream	Amul, Mother Dairy, Kwalitiy, Havmor

The caterer may use any other standard/ FPO approved brands only if permitted by the Mess Council in writing.

**Annexure-II**  
**Format for Financial Bid**

(To be submitted on the letterhead of the company / firm)

TENDER FOR PROVIDING HOSTEL MESS SERVICES TO AIIMS, JODHPUR

Particulars	Amount in Rs.
Mess charges per student per month	

- **Taxes extra.**

**Declaration by the Bidder:**

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

**Note:**

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

**(Signature of Tenderer with seal)**

**Name:** .....

**Address:** .....

**Phone No (0):**.....

**E-mail:** .....

**Place:**.....

**Date:**.....

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

1 In consideration of the Director All India Institute of Medical Sciences, Jodhpur(hereinafter called "The Client") having offered to accept the terms and conditions of the proposed agreement between AIIMS, JODHPUR and ..... (hereinafter called "the said contractor(s) for the work of Contract Housekeeping Services (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... only) as a security/ guarantee from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

2 We ..... (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank).

3 We ..... do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the AIIMS, JODHPUR 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, JODHPUR 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, JODHPUR under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Administrative Officer, AIIMS Jodhpur on behalf of the AIIMS, JODHPUR, certifies that the terms & conditions of the said contractor(s), and accordingly discharges this guarantee. We..... further agree with the AIIMS, JODHPUR that the AIIMS, JODHPUR (indicate the name of the Bank) shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS, JODHPUR 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, JODHPUR or any indulgence by the AIIMS, JODHPUR 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, JODHPUR in writing.

8 This guarantee shall be valid up to ..... unless extended on demand by the AIIMS, JODHPUR 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)