

**REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL
LAMHELPAT, MANIPUR - 795004**

(NOTICE INVITING EXPRESSION OF INTEREST)

Imphal, the 23rd April, 2021

No. B/3466/2020-RIMS ¹⁸⁵⁴⁶ RIMS, Imphal invites Expression of Interest (EOI) for providing Canteen and Mess Services at the Neuro Block and various hostels at RIMS, Imphal from registered and authorized firms/ agencies as per details given in the tender documents.

Important Dates

Date of publishing	23.04.2021 (1500 hrs)
Sale of EOI Document Start Date	23.04.2021 (1600 hrs)
EOI Submission Start Date	26.04.2021 (1000 hrs)
EOI Submission End Date	01.05.2021 (1630 hrs)
Date of EOI Bid Evaluation through interaction	04.05.2021 (1100 hrs)

EMD to be submitted in the form of Demand Draft in favour of " Director, RIMS, Imphal" by 1630 hrs on 03.05.2021. Rs. 30,000/-

2. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the RIMS, Imphal shall be final and binding.
3. Details of the EOI will be available at RIMS website www.rims.edu.in from 1600 hrs of 23.04.2021.



(A. Shanti Devi)
Administrative Officer
RIMS, Imphal

Copy to :

1. P.S. to the Director, RIMS for kind information of the Director.
2. The System Administrator, RIMS, Imphal for uploading on the RIMS website
3. Media Adviser, RIMS, Imphal for publication in one local daily for one day.
4. Notice Board

REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL

(NOTICE INVITING EXPRESSION OF INTEREST)

No. B/3466/2020-RIMS : Imphal, the 23rd April, 2021

Expression of Interest (EOI) for providing Canteen and Mess Services at the Neuro Block and various hostels at RIMS, Imphal

(INSTRUCTIONS TO BIDDERS)

1. MINIMUM ELIGIBILITY CRITERIA

1.1 Basic Eligibility:

1.1.1 The applicant should be in catering business (excluding beverage and snacks services) for a continuous minimum period of three (03) years as on 31.03.2021. The caterer is required to meet the catering requirement of doctors, officers, staff and students.

1.2 Average Financial Turnover (Gross):

1.2.1 The bidder's average annual financial turnover (gross) in catering services during the last three financial years, i.e., 2018-19, 2019-20 and 2020-21, should not be less than Rs.12 Lakh per each year.

1.3 Performance Certification:

1.3.1 The bidders' performance, as per format at Form-I for each work completed in the last three years and in-hand should be certified by the concerned organization. The certificate should also indicate the compliance of statutory requirements. Feedback received from the previous/present clients, all documents will be evaluated for technical qualification.

1.3.2 Tenders received without proper documents, including demand draft, shall be summarily rejected. For the purpose of pre-qualification, applicant will be evaluated in the following manner:

1.3.3 The initial criteria prescribed in Para 1.1 above, in respect of years of operation in the business, experience of similar class of work completed and financial turnover will first be scrutinized and the applicant's eligibility for the work will be determined.

2. SUBMISSION OF EOI BIDS:

2.1 Bid of bidders not submitting any of the required documents will be summarily rejected.

3. EARNEST MONEY DEPOSIT (EMD)

3.1. The original copy of Earnest Money Deposit (EMD) of Rs.30,000/- in the form of Demand Draft in favour of "Director, RIMS, Imphal" payable at Imphal is required to be submitted in a sealed envelope superscribed "Tender for providing Canteen and Mess services in RIMS, Imphal", on or before the closing date and time of submission of bids i.e. by 1630 hrs on 03.05.2021 to Administrative Officer, RIMS, Imphal, failing which the bids will not be considered.

3.2. Tender received without EMD or EMD for lesser amount will be summarily rejected.



3.3. The EMD shall be returned to the bidder(s) whose offer is not accepted by RIMS, Imphal within 30 days from the date of signing the agreement with the successful bidder. The EMD shall not carry any interest. However if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder.

3.4. The EMD of the successful bidder(s) will be returned on receipt of Performance Guarantee.

3.5. EMD of a tenderer will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

4. EXTENSION OF LAST DATE AT THE DISCRETION OF RIMS: RIMS may in its discretion extend the last date for submission of the bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum/Re-tendering, if any in this regard, will be published on the RIMS, Imphal website: www.rims.edu.in

5. OPENING AND EVALUATION OF EOI BID

5.1. EOI Bids (complete in all respect) received along with draft of EMD (physically) will be opened as per stipulated time and date indicated in Notice Inviting EOI of the tender document in presence of bidder/authorised representative of bidder, if available at A-Block, RIMS, Imphal. Bid received without EMD will be rejected straightaway.

5.2. A duly constituted committee will evaluate eligibility criteria of bidders and hold an interactive session with the EOI bidders.

5.3. After scrutiny of the EOI bids and interaction with the Evaluation Committee, RIMS, Imphal, the institute shall shortlist the eligible bidders who qualify in the evaluation stage and inform them of the further course of action.

6. NON TRANSFERABILITY: This tender is non transferable. The incomplete and conditional tenders will be summarily rejected;

7. NON-WITHDRAWAL OF BIDS: No bidders will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited;

8. RIGHT OF ACCEPTANCE:

8.1. The Competent Authority in RIMS, Imphal reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in RIMS, Imphal in this regard shall be final and binding.

8.2. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

8.3. The Competent Authority in RIMS, Imphal reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

8.4. In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority in the RIMS, Imphal reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.



8.5. The RIMS, Imphal may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc. or under performa as expected to be by the Competent Authority.

9. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

9.1. After determining the successful bidder after evaluation, the client shall issue a Letter of Acceptance (LoA) in duplicate, which will return one copy to client duly acknowledged, accepted and signed by the authorized signatory, within seven (07) days of receipt of the same by the successful bidders.

9.2. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding to the Contractor.



Expression of Interest (EOI) for providing Canteen and Mess Services at the Neuro
Block and various hostels at RIMS, Imphal

(SCOPE OF WORK)

1. HOSTEL MESS SERVICE

1.1 Scope of Work:

1.1.1 To prepare and serve breakfast, lunch and dinner for RIMS students residing in hostels as per menu suggested by Mess Committee after taking into account the availability of seasonal vegetables and fruits, eating habits of the students who have come from different parts of the country. Care should be taken to prescribe a balanced diet at a reasonable price. The workers deployed by the contractor have to work under the guidance of Mess Manager. The workers will work in Kitchen and Dining Hall.

1.2 Job Specifications:

1.2.1. To provide breakfast, lunch and dinner. The number of students will be approximately 100 in each hostel, which may vary between 20% to 30%. No minimum guarantee will be furnished to the Contractor towards consumption of food items.

1.2.2. The food has to be prepared in clean, hygienic and safe conditions as per the menu.

1.2.3. The workers should have worked in large canteens, hotels, messes for a period of three years and should have the sufficient knowledge and aptitude for preparing food both vegetarian and non-vegetarian.

1.2.4. The kitchen, dining-hall, hand wash area, dish wash area, etc. will be washed with water and Soap solution and mopped after every meal (breakfast, lunch and dinner) and will be disinfected once in a week or as and when required.

1.2.5. The Agency shall arrange for disposal of the garbage collected from the kitchen, dining halls, dish wash area etc. every morning in closed bins by separation of bio-degradable waste from non-biodegradable waste. The surroundings shall be kept clean and hygienic.

1.2.6. High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the mess premises should be cleaned and washed daily.

1.2.7. The students shall take their breakfast normally from 07:30 a.m. to 8:40 a.m.; lunch from 1:00 p.m. to 2:30 p.m.; and dinner from 08:00 p.m. to 09:30 p.m. No meals shall be served after the above timings.

1.2.8. Each student, his/her guest, if any, will have to take the meal in the Mess dining hall.

1.2.9. After every meal (breakfast, lunch and dinner), all the plates, cups, katoris, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and hot water and dried and kept ready for next meal. All the vessels used for cooking also should be washed in soap solution and hot water and should be available for use for cooking the next meal. The cleaning material supplied should be of approved quality.

1.2.10. A book shall be kept in the Hostel mess for recording any complaint or suggestions from any user of the Institute and will be produced for inspection. Decision taken by the Competent Authority of the Institute shall be final in all these complaints/suggestions.



1.3 Menu of the Mess

1.3.1. The hostel Mess Committee will decide the food menu of the mess every month in advance after taking into account the availability of seasonal vegetables and fruit, eating habits of the students who have come from different parts of the country. Care should be taken to prescribe a balanced diet at a reasonable price.

1.3.2. The menu so decided will be displayed in the dining hall and one copy given to the Mess Manager who will ensure its strict observance.

1.3.3. If due to non-supply of the required vegetables, etc. the menu decided by the Committee needs a change, the Mess Manager will immediately bring it to the notice of the Mess Committee.

1.3.4. Subject to the availability in the mess, a student who asks for any extra item at breakfast/lunch/dinner may be supplied with it at such extra charges as may be fixed from time to time. The Mess Manager will keep an account of such extra items in the diet register, which should be signed by the student concerned. Charges for extra mess items will be recovered directly from the concerned students along with monthly mess dues.

2. HOSPITAL CANTEEN SERVICE

2.1 Scope of Work:

2.1.1 To prepare and serve breakfast, lunch, dinner, tea, snacks, coffee, cold drinks etc for Doctors, Officers, Student doctors and staff of RIMS as per menu suggested by Mess Committee after taking into account the availability of seasonal vegetables and fruits, eating habits of the persons including student doctors who have come from different parts of the country. Care should be taken to prescribe a balanced diet at a reasonable price. The workers deployed by the contractor have to work under the guidance of Mess Manager. The workers will work in Kitchen and Canteen/Serving Hall. Cleaners cannot be used for kitchen work.

2.2 Job Specifications:

2.2.1. To provide breakfast, lunch, dinner, tea, snacks, coffee, cold drinks etc. No minimum guarantee will be furnished to the Contractor towards consumption of food items.

2.2.2. The food has to be prepared in clean, hygienic and safe conditions as per the menu.

2.2.3. The workers should have worked in large canteens, hotels, messes for a period of three years and should have sufficient knowledge and aptitude for preparing food both vegetarian and non-vegetarian.

2.2.4. The kitchen, dining-hall, hand wash area, dish wash area, etc. will be washed with water and Soap solution and mopped after every meal (breakfast, lunch and dinner) and will be disinfected once in a week or as and when required.

2.2.5. The Agency shall arrange for disposal of the garbage collected from the kitchen, canteen/serving hall, dish wash area etc. every morning in closed bins by separation of bio-degradable waste from non-biodegradable waste. The surroundings shall be kept clean and hygienic.

1.2.6. High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the mess premises should be cleaned and washed daily.



2.2.7. The persons availing the canteen facility shall take their breakfast normally from 07:30 a.m. to 8:40 a.m.; lunch from 1:00 p.m. to 2:30 p.m.; and dinner from 08:00 p.m. to 09:30 p.m. In between snacks are to be served.

2.2.8. After every meal (breakfast, lunch and dinner), all the plates, cups, katoris, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and hot water and dried and kept ready for next meal. All the vessels used for cooking also should be washed in soap solution and hot water and should be available for use for cooking the next meal. The cleaning material supplied should be of approved quality.

2.2.9. A Register shall be kept in the canteen for recording any complaint or suggestions from any user of the Institute/hospital and will be produced for inspection. Decision taken by the Competent Authority of the Institute/hospital shall be final in all these complaints/suggestions.

2.2.10. The agency will be required to display the price list of all the food articles, soft drinks, tea, coffee and juice sold in the canteen. The Agency cannot make any alteration in rates without the prior approval of the competent authority in RIMS, Imphal.

2.3 Menu of the Canteen

2.3.1. The Hospital Canteen Committee will decide the food menu of the canteen/mess every month in advance after taking into account the availability of seasonal vegetables and fruit, eating habits of the doctors, staff, students etc who have come from different parts of the country. Care should be taken to prescribe a balanced diet at a reasonable price.

2.3.2. The menu so decided will be displayed in the dining hall and one copy given to the Mess Manager who will ensure its strict observance.

2.3.3. If due to non-supply of the required vegetables, etc. the menu decided by the Committee needs a change, the Mess Manager will immediately bring it to the notice of the Hospital Canteen Committee.

LIST OF KITCHEN EQUIPMENT TO BE PROVIDED BY RIMS, Imphal

Basic equipments for functioning of canteen will be provided. Detailed list of equipments will be provided to Canteen/Mess operator during award of contract.

Canteen/Mess operator has to arrange for rest of the equipments which are not provided by RIMS, Imphal. For further details bidders can contact designated officer.



Expression of Interest (EOI) for providing Canteen and Mess Services at the Neuro Block and various hostels at RIMS, Imphal

(TERMS & CONDITIONS)

1. TERMS AND CONDITIONS (GENERAL)

1.1. The contractor shall obtain license under the Contractor Labour (Abolition and Regulation) Act 1970 (hereinafter referred as the Contractor Labour Act) and all other requisite licenses at his own cost from the appropriate authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed that the entire responsibility for compliance thereof shall always be of the contractor. The contractor shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the canteen during canteen working hours. Appropriate documents/Certificates issued from appropriate authorities should be enclosed to support this.

1.2. The contractor should have Food license for catering/canteen services in Manipur, issued by appropriate authority of Manipur State.

1.3. The tenderer should have **GST, PAN Registration.**

1.4. Before submitting the filled-in Tender Document to RIMS, Imphal, the bidders may seek clarification(s), if any, from Administrative Officer, RIMS, Imphal on Tel. No. 2414720 or 2414750 or in person by visiting RIMS, Imphal during working hours by taking prior appointment.

1.5. RIMS, Imphal reserves the right to change any condition of the tender before opening of the Technical Bids.

1.6. The successful bidder will have to enter into an agreement with RIMS, Imphal before taking charge of the Canteen / Mess and commencement of the canteen / Mess work.

1.7. Canvassing in any form will make the tender liable to rejection.

1.8. Quoted rates should be inclusive of all taxes and duties. These rates shall be fixed for two years.

1.9. The revision in the quoted rates after two years to the extent of maximum 10% on yearly basis can be considered with negotiations and mutual consent to compensate inflationary effect and subject to extension of contract.

1.10. The offer should be valid for a period of at least 120 days from the date of the tender opening.

1.11. RIMS, Imphal reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof. In all matters pertaining to this tender, the decision of RIMS, Imphal shall be final and binding.

1.12. The tenderer is advised to visit and examine the site of works and its surroundings and obtain for himself all information that may be necessary for preparing the bid and entering into contract for execution of the works. The cost of visiting the site shall be bidder's own.

1.13. The tenderer should be prepared to come to RIMS, Imphal, to take part in discussion, if required at a short notice.

1.14. The Agency shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, MWA etc., and proper account of payments

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including minimum wages being made to the workers of the agency. The Agency shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the Institute against all such liabilities, which may likely to arise out of the agency's failure to fulfill such statutory obligations.

1.15. If the Agency fails to carry out the Jobs as per the terms and conditions agreed upon, he is liable for forfeiture of EMD/Security Deposit in additions to penalty.

1.16. The Agency shall be solely responsible either for any injury, damage, accident to the workman employed by the agency or for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its workers.

1.17. The workers employed by the Agency shall wear uniform and name badge, which is provided by the Agency, and the agency, shall be responsible for the discipline of his workers. The workers are not employees of the Institute and shall not have any claim whatsoever on the Institute and shall not act detrimental to the interest of the Institute. The workers shall have to follow the security regulations as directed by Security and Administration of the Institute. Workers shall not form union or carry out trade union activities in the institute/hospital campus.

1.18. The Agency shall ensure the police verification of all the persons before deploying them at the allotted premises.

1.19. No accommodation will be provided in the campus for the workers and the Agency shall make its own arrangements.

1.20. The Institute shall provide chairs and tables, and water coolers/dispenser for the dining hall of the mess /canteen. All other furniture and equipment, if any, required for satisfactory performance of the contract will be provided by the Institute. **The maintenance (excluding repairs, etc. due to normal wear and tear) and upkeep of the above equipments, installations, shall be responsibility of the Agency.**

1.21. The Agency shall have to arrange for all cooking equipment, utensils, crockery services, table linen, flower and other necessary equipments etc. on his own for smooth running of the canteen and mess.

1.22. The Contractor should have sufficient equipment & crockery and other items normally required to cater to at least 200 - 300 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required. **The Contractor will provide good quality table cloth/table linen approved by RIMS, Imphal at his own cost. The Contractor shall replace table cloth/table linen every day.**

1.23. The LPG (commercial) fuel for cooking purpose has to be arranged by the Agency.

1.24. The Agency shall not make or cook any meal(s) in the premises of RIMS, Imphal for supply to any person(s) outside RIMS, Imphal.

1.25. The Agency shall not make any alterations or additions to the accommodation provided in the Institute for cooking and catering purposes.

1.27. All the documentation in the tender should be in English.

1.28. Sub-letting/Sub contracting the work is not permissible under any circumstances.

1.29. Successful Agency shall execute an agreement in the prescribed format.

1.30. The Tender should be complete in all respects.



2. PERIOD OF CONTRACT

2.1. The contract for Canteen & Mess Services shall remain valid initially for a period of two years. However, in order to evaluate the performance and services of the Contractor, the contract will have probationary period of three months. The contract for the remaining 21 months will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the probationary period.

2.2. The two-year contract period is subject to renewal by RIMS, Imphal on satisfactory performance on mutually agreed terms and conditions for a further period of one year each or till such time mutually agreed to.

3. FORFEITURE OF EMD

3.1. EMD of the successful bidder shall be liable to be forfeited if the contractor does not fulfill of the following conditions:

- i. An agreement is not signed in the prescribed form within ten days of the receipt of the Letter of Award of the Contract;
- ii. The Contractor does not commence canteen and mess services within seven days of the award of contract.

3.2. The Contract for award of Canteen Services through this EOI is likely to come into effect from 15 MAY 2021.

4. SECURITY DEPOSIT

4.1. The successful bidder will be required to submit with RIMS, Imphal Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original) made in favour of Director, RIMS, Imphal, RIMS, Imphal, for a sum of Rs.1,00,000/- (Rupees One lakh only) as Deposit on account of Performance Security.

4.2. Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original), renewed from time to time, will be retained by RIMS, Imphal for the entire period of the contract and on termination of the contract, RIMS, Imphal will refund to the contractor the sum of Rs. One lakh without interest.

4.3. If the Contract is terminated by the Contractor without giving stipulated period of notice or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Contractor with RIMS, Imphal, the Security Deposit will be forfeited without prejudice to RIMS, Imphal Management's right to proceed against the contractor for any additional damages that RIMS, Imphal suffers as a result of the breach of the aforesaid terms and conditions.

5. RIMS, Imphal PREMISES

5.1 The canteen/mess shall remain open from 7.30 A.M. to 9:30 P.M. every day. However, depending on the exigencies, the contractor may be required to keep the Canteen/Mess open or close as per requirement of RIMS, Imphal.

5.2 The possession of the premises to be assigned by RIMS, Imphal to contractor for providing canteen and mess service will always remain with RIMS, Imphal, even when the premises are in use or occupation of the contractor. The contractor shall vacate the premises immediately after termination of contract.

6. ELECTRICITY, WATER AND GAS CHARGES

6.1 RIMS, Imphal will provide free water and electricity in the kitchen and dining hall. The use of electricity will be restricted to lights, fan, refrigerator or any other

electrical appliances/gadgets, which are considered necessary for smooth functioning of the kitchen/dining hall. In no case, electricity will be used for cooking or heating food.

7. PAYMENT

7.1 The payment in respect of official hospitality bills of RIMS, Imphal submitted in duplicate by the Contractor shall be released on receipt basis subject to fulfilment of obligations by the Contractor imposed under various laws, Rules & Regulations, etc. applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor. Any supply of food items without proper authorization by the designated authority of RIMS, Imphal will not be paid for. Income Tax, as applicable at the prevailing rates, will be deducted at source.

7.2 In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Contractor shall not be entitled to any interest to be paid by RIMS, Imphal for late payment.

7.3 Recovery of dues, & any other matter related with the Mess Bills is the whole responsibility of the Contractor only.

7.4 However, the rates for the canteen services shall be charged from the officer/staff/public on the fixed APPROVED rates.

8. TERMINATION OF THE CONTRACT

8.1. The Contract can be terminated by either party, i.e., RIMS, Imphal or the Contractor, after giving three-months notice to the other party extendable by mutual agreement till alternate arrangements are made. However, RIMS, Imphal reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. RIMS, Imphal's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

8.2. On termination of the contract, the Contractor will hand over all the equipments/furniture/articles etc., supplied by RIMS, Imphal, in good working condition, back to RIMS, Imphal.

8.3. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge of the canteen services, RIMS, Imphal reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

9. PENALTY

9.1. RIMS, Imphal reserves the right to impose a penalty of 0.5% per week or part thereof on the Contractor for delay in supplies and unsatisfactory performance or for any serious lapse in maintaining the quality and the services wilfully or otherwise by the Contractor or his staff or for any adulteration. The maximum limit of such deduction would be 10%.

9.2. If RIMS, Imphal is not satisfied with the quality of eatables served, services provided or behavior of the contractor or his/her employees, the Contractor will be served with 24-hour notice to improve or rectify the defect(s), failing which RIMS, Imphal will be at liberty to take appropriate necessary steps as deemed fit.

9.3. Force Majeure: The RIMS, Imphal may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.

9.4. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences

of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.

10. SETTLEMENT OF DISPUTES AND ARBITRATION:

10.1. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Director, RIMS, Imphal or any person nominated by her/him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings. The decision of the sole arbitrator shall be final and binding on the parties.

11. GOVERNING LAWS AND DISPUTES:

11.1 This shall be construed and governed by the laws of Republic of India and the parties hereby submit to the exclusive jurisdiction of the Courts of Law at Imphal.



Expression of Interest (EOI) for providing Canteen and Mess Services at the Neuro Block and various hostels at RIMS, Imphal

1. STATUTORY OBLIGATIONS OF THE TENDERER (CONTRACTOR)

1.1. The Contractor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good canteen services in RIMS, Imphal campus.

1.2. The employees of the Contractor should possess good health and free from any diseases, especially contagious and frequently recurring diseases.

1.3. The Contractor will, prior to the commencement of the operation of contract, make available to RIMS, Imphal the particulars of all the employees who will be deployed at RIMS, Imphal's premises for running the Canteen and Mess. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.

1.4. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of the State Government.

1.5. The contractor shall fulfill all other statutory obligations, such as, Provident Fund, ESI, Service Tax etc. in force from time to time, as applicable.

1.6. The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.

1.7. Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.

1.8. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against RIMS, Imphal by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to RIMS, Imphal. As a result of the acts of the Contractor, if RIMS, Imphal is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to RIMS, Imphal or RIMS, Imphal reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with RIMS, Imphal.

1.9. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.

1.10. The Contractor shall at all times keep indemnified the principal employer, namely, RIMS, Imphal and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Contractor shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.

1.11. All employees engaged by the agency shall be comprehensively insured for accidents and injuries by the agency at his cost.

1.12. The verification of the antecedents of the staff will be responsibility of the Contractor. The contractor shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.

1.13. The Contractor shall be personally responsible for conduct and behaviour of his staff and any loss or damage to RIMS, Imphal's moveable or immovable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by RIMS, Imphal. The decision of RIMS, Imphal's designated officer in this regard shall be final and binding on the Contractor.

1.14. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract. Subcontracting will lead to immediate termination of contract.

1.15. The Contractor shall keep the Canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of utensils, kitchen, canteen and mess hall, floor, counter, benches, tables, chairs, etc. RIMS, Imphal management will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall premises.

1.16. RIMS, Imphal reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Contractor.

1.17. The Contractor shall get the prices of all items approved by RIMS, Imphal and no changes, what-so-ever shall be made without prior written approval of RIMS, Imphal.

2. OTHER OBLIGATIONS OF THE CONTRACTOR

2.1. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by RIMS, Imphal are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by RIMS, Imphal at the contractor's risk and cost. In this regard, the decision of the designated officer of RIMS, Imphal shall be final and binding on the Contractor.

2.2. All work shall be carried out with due regard to the convenience of RIMS, Imphal. The orders of the concerned authority shall be strictly observed.

2.3. The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of RIMS, Imphal and the guests.

2.4. The Contractor will have to supply breakfast/lunch/dinner in the canteen and mess and RIMS, Imphal premises as per requirement and schedule drawn for the purpose by the concerned authorities of RIMS, Imphal.

2.5. The Contractor should have sufficient equipment & crockery and other items normally required to cater to at least 200 - 300 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.

2.6. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in RIMS, Imphal's campus, including Canteen and Mess. Any breach of such restrictions by the Canteen Contractor will attract deterrent action against the Contractor as per statutory norms.

2.7. The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with Foreign Service Institute, RIMS, Imphal. RIMS, Imphal shall have no

obligation to control/supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against RIMS, Imphal for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Canteen Contractor, against any temporary or permanent posts in RIMS, Imphal. In case of any untoward incident/fire/death/injury of any employee of canteen RIMS, Imphal will not be liable to pay any damages.

2.8. The Contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of RIMS, Imphal.

2.9. The Contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen services in addition to what is provided for by RIMS, Imphal.

2.10. The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.



**(AGREEMENT/CONTRACT FOR SUCCESSFUL BIDDER)
DRAFT OF THE AGREEMENT**

TO BE JOINTLY SIGNED BY RIMS, Imphal AND THE CONTRACTOR FOR
RUNNING CANTEEN AT RIMS, Imphal PREMISES,

(To be signed on a Stamp Paper of Rs. 100/- to be purchased by the Contractor)
AGREEMENT

This Agreement made on this date _____ between Regional Institute of Medical Sciences, Imphal (hereinafter called RIMS, Imphal) , 795004 of one part and Shri/Mrs/Ms _____ of M/s _____ of the other part (hereinafter called the caterer). RIMS, Imphal needs a caterer to run Canteen for supply of tea, coffee, cold drinks, juice, biscuits, snacks, high-tea, break-fast, lunch and dinner, etc as mentioned in the Tender / Expression of Interest Document invited by RIMS, Imphal to the Doctors, staff, Officers and guests of the Institute. Whereas it is thought desirable to grant a Contract (not being a lease) to the caterer to prepare and serve the aforesaid items to RIMS, Imphal's doctors, staff, Officers and guests in the Canteen, office complex and in the conference room /guest house (in special cases as and when required).

The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

1. That the Caterer has been granted the contract to run Canteen in the premises of the RIMS, Imphal , Lamphelpat, -795004, initially for a period of two years w.e.f. 2021 on the terms & conditions contained in the Tender Document, RIMS's Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period on the existing or mutually agreed to terms & conditions. The contract is also terminable on three-month notice by either side.

2. That the items served by the Caterer shall be wholesome and hygienic prepared in the clean atmosphere. The competent authority of RIMS, Imphal and/or their authorized nominees may at any time enter the kitchen area allotted to the caterer for the purpose of this contract and take away samples of raw material, semi-prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis, and the decision of the authorities of RIMS, Imphal with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for use/consumption, RIMS, Imphal's authorities may - (i) issue warning; and / or (ii) get the said raw material/items destroyed and ask the Caterer to purchase fresh stocks, without any payment of compensation to the Contractor for the discarded material/items.

If, however, this problem recurs in spite of warning having been issued, RIMS, Imphal reserves the right to impose financial penalty as decided by RIMS, Imphal's authorities or the contract may be cancelled without giving any notice.

3. The items of menu, which the Caterer would be expected to supply in the Canteen, are indicated in the Appendix II. The rates of items to be served by the Caterer shall be valid on annual basis, i.e., from April to March every year and in-between revision shall NOT be allowed. RIMS, Imphal may, if considered necessary, revise the rates only after one year of the contract in regard to the items of food/eatables and drinks. Till such time that the revised rates become operative, the caterer shall charge the existing rates.

4. That the caterer shall not make any additions or alterations in the premises allotted to him for providing canteen services.



5. That the caterer has agreed to keep the premises and its surrounding area neat, clean and tidy at all times and according to the Health/Hygienic conditions bye-laws of the Imphal Municipal Corporation (IMC) or any other government/statutory body. In the event of violation of any of the aforesaid bye-laws in and around the Canteen Kitchen/cooking area or dining hall, the caterer shall be responsible for any penalty/fine imposed by the concerned authorities.

7. That in the event of IMC, or Health Department or any other government/statutory body authorities taking samples of raw material used by the caterer and those samples are not found fit/up to the mark for human consumption, the caterer shall be fully responsible for any fine/penalty imposed or legal recourse taken by such authorities.

8. That the contractor has agreed to pay to RIMS, Imphal electricity and water charges on the basis of actual units consumed.

9. That the caterer has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with RIMS, Imphal's doctors, staff, students, visitors and guests. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.

10. That any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by RIMS, Imphal due to his actions, disobedience or misconduct, the caterer shall accept the decision of RIMS, Imphal as final and abide by such decision. such an event, RIMS, Imphal shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep RIMS, Imphal's authorities indemnified.

11. RIMS, Imphal will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has not fulfilled any of the conditions of this contract or that his working is unsatisfactory, RIMS, Imphal may terminate the contract after giving the caterer three-month notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.

12. That the caterer will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated by the death or insolvency of the caterer before the expiry of the period of this contract.

13. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by RIMS, Imphal to the contractor and the possession of the premises will always that of RIMS, Imphal, even when the premises are in use or occupation of the caterer.

14. RIMS, Imphal shall provide to the caterer necessary equipments, furniture & fixtures, and he shall maintain them in good condition. He shall be responsible for their maintenance.

15. The caterer shall provide all other implements for running the canteen like crockery, cutlery, table linen, flower posts, livery or the Canteen Staff and these shall be of good quality and standard.

16. The caterer shall be required to procure gas refills in sufficient quantity for cooking purposes at his cost. The caterer shall be responsible for any loss/theft of the furniture and equipment provided to him by RIMS, Imphal.

17. The caterer shall also be responsible for the upkeep of equipments provided by RIMS, Imphal. In case of any damage to the furniture and equipments by any person, he will immediately inform in writing the concerned authorities of RIMS, Imphal for recovery of such losses/damages from the defaulters, failing which the caterer shall himself be liable to pay the cost as decided by RIMS, Imphal.



18. All the equipments, furniture/fixtures, including electrical installation of the Canteen kitchen/dining hall shall be given to Contractor in good working condition. These will be used carefully & cautiously by his employees. The repairs up to the cost of Rs. 1,000/- of the gas and electrical appliances will have to be got done by the Contractor at his own cost.

19. That the Caterer shall maintain a Suggestion Book for recording suggestions for improvement of Canteen Services. Such suggestions, as approved by RIMS, Imphal's authorities, shall be forthwith acted upon. The suggestion book shall be kept open for inspection by RIMS, Imphal's designated authorities. In witness whereof the parties have put their hands to this agreement on the day aforesaid.

Signed on behalf of the Contractor

Signed for and on behalf of RIMS, Imphal

(Authorised Signatory)

(Authorised Signatory)

Deputy Director (Admn)
(RIMS,Imphal)



Expression of Interest (EOI) for providing Canteen and Mess Services at the Neuro
Block and various hostels at RIMS, Imphal

FORM-I

FORMAT FOR PERFORMANCE CERTIFICATION

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

1. Name of the contract and location
2. Agreement no.
 - a. Scope of Contract
 - b. Contract Cost
 - c. Date of start
 - d. Period
 - e. Amount of compensation levied, if any
 - f. Performance Report
 - (i) Quality of Food - Excellent/Very Good/Good/Fair
 - (ii) Resourcefulness - Excellent/Very Good/Good/Fair
 - g. Compliance of all statutory requirements- Yes / No

(Seal of the Organization)

(Signature of the Responsible Authority)

Date:



SECTION-2

(ON NON-JUDICIAL STAMP PAPER OF RS.10/)

AFFIDAVIT

I/we
Partner(s)/Legal Attorney/Proprietor(s)/Accredited Representative(s) of
M/s.....solemnly declare that :

2. I/we are submitting EOI for providing Canteen and Mess Services at RIMS, Imphal against Tender Notice No. B/3466/2020-RIMS dated 17.04.2021.
3. I/we or our partners do not have any close relative working in RIMS, Imphal .
4. All information furnished by me/us in respect of fulfilment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
5. My/our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
6. If my/our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
7. The Price-Bid submitted by me/us is " WITHOUT ANY CONDITION".
8. If any information or document submitted is found to be false/incorrect, department may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD) and blacklisting of my/our firm and all partners of the firm etc.
9. I/we also declare that the Government of India or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
10. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that RIMS Imphal is not bound to accept highest ranked bid / lowest bid or any other bid that RIMS, Imphal may receive.

(Signature of the Tenderer with Seal)

Seal of Notary

Date :

