

## REQUEST FOR PROPOSAL (RFP)

### (ARMY INSTITUTE OF TECHNOLOGY (AIT), PUNE)

#### Invitation of Bids for Provision of Messing Services in AIT - Phase II

#### Request for Proposal (RFP) No 34(a)/2021 dated 08 Nov 2021

1. Bids in sealed cover are invited for supply of services listed in Part III of this RFP. Please superscribe the above mentioned Title, RFP number of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

- (a) Bids/queries to be addressed to : Project Office, Army Institute of Technology, Dighi, Alandi Road Pune – 411015.
- (b) Postal address for sending the Bids : Project Office, Army Institute of Technology, Dighi, Alandi Road Pune – 411015.
- (c) Name/designation of the contact personnel : Prof Rushikesh H Patil (Project Officer)
- (d) Telephone numbers of the contact personnel : 7249250184/ 7249250185 Extn 2106
- (e) e-mail id of contact personnel : [project@aitpune.edu.in](mailto:project@aitpune.edu.in)

3. This RFP is divided into five Parts as follows:

(a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains essential details of the services/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the AIT reserves the right to change or vary any part thereof at any stage. AIT also reserves the right to withdraw the RFP, should it become necessary at any stage.

### **PART I - GENERAL INSTRUCTION**

5. Last date and time for depositing the Bids: Last date and time for depositing the Bids is **30 Nov 2021**. The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

6. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box marked as TENDER BOX or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

7. Time and date for opening of Bids: Intimated by AIT on mail and call. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by AIT.

8. Location of the Tender Box: Tender Box is placed at Reception Counter of AIT. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

9. Place of opening of the Bids: **Conference Hall, AIT**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

10. Two-Bid system: Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the AIT.

11. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like PAN number, GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

12. Pre-Bid Meeting – Pre-Bid Meeting will be scheduled on 10 Nov 2021 at 15.00 am/pm.

13. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the AIT prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the

period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

14. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the AIT may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

15. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

16. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of services as mentioned in this RFP.

17. Validity of Bids: The Bids should remain valid till three months from the last date of submission of the Bids.

18. Tender Fee:- Bidders are required to submit Tender Fee for amount of Cost of Tender 500/- along with their bids. The Tender Fee may be submitted in the form of an Account Payee Demand Draft in favour of Army Institute of Technology.

19. Earnest Money Deposit:- Bidders are required to submit Rs – 75,000/- (Seventy Five Thousands only) as Earnest Money Deposit (EMD) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft in favor of Army Institute of Technology. EMD is to remain valid for a period of Sixty days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.


## **Part II – Essential Details of Services/Services required**

20. Schedule of Requirements – List of services / services required is as follows: -

'Provision of Messing Services in AIT - Phase II'

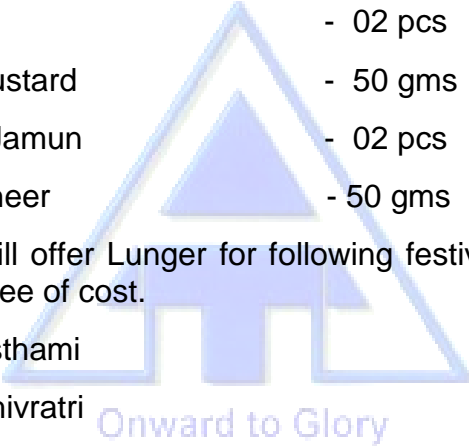
21. Technical Details:

<b>Sr No</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>
A.	ESI No with last three year returns	
B.	EPF No with last three year returns	
C.	GST No with last three year returns	
D.	PAN No & IT Returns of last three years	
E.	Registration Certificate, Shop Act, Adhar Card, TIN No, MSME	

	Certificate (if any), Partnership Deed (if any), Professional Tax No etc.	
F.	Average Annual Turnover – Min 2 Cr /year – Last 3 years (before March 2020)	
G.	Past Experience (Minimum 5 years) - Attach Experience Documents for the validation	
H.	Agreed to provide Messing Services in AIT for the period of one year to following no of Students– Total – Approx 540 No of Students * * Number of Students can increased and decreased according to the demand.	
I.	Provide following details as appendix– (a) List of Equipment to be used (if any) (b) List of Grade wise employees to be appointed (c) Details of Uniform for Employees (Regular and Ceremonial)	
J.	Agreed Period of Contract – (One Year)	
K.	Registered Office of firm is in Pune	
L.	Firm to give Police Verification of Service Persons within 30 days of Supply Order.	
M.	AIT will check feedback and past service records from your clients. Acceptance may be endorsed.	
N.	AIT will take Food Quality Test for selection of Service Provider. Acceptance may be endorsed.	
O.	Contract can be offered to either of Phase – I or Phase – II.	
P.	Terms & Conditions – The services provided by you are for the students and therefore feedback of the students of the services provided by you is utmost necessary. 	
Q.	There will be two opinion surveys carried out, one in the first semester and the other in second semester. If in the opinion surveys, more than 25% of the students opine that your services are unsatisfactory, a penalty of 5% of your yearly contract amount will be levied and deducted from your payment.	
R.	The institute has agreed to permit the Contractor to use following facilities for the purpose of cooking/preparation and serving of food to the students. Please visit the Dining Area before quoting for the tender.  i) Chimney ii) Bhatti iii) Dining Table with Stool/Chairs. iv) Atta Grinder v) Masala Grinder vi) Empty Cylinders vii) Fridge viii) Water Cooler ix) Inverter x) Food Warmer	

S.	Maintenance/repair/replacement to the items provided by AIT to the Contractor will be the responsibility of Contractor. Any repairs carried out by AIT, the amount of the same will be recovered from the contractor's monthly payment due to him.	
T.	All items have been provided in serviceable condition and should be returned in serviceable condition to AIT at the end of the contract, failing which appropriate amount will be charged from the Contractor and the same will be deducted from the security deposit.	
U.	The Contractor will provide all items required for serving of meals to the students including stainless steel thalis, bowls, glasses, spoons, forks etc.	
V.	The mess will continue to function throughout the contractual period. During vacation /preparatory leave, the strength to be catered for will be intimated by the Rector/Warden to the Contractor in advance and the Contractor will be paid according to the strength for which meal is asked to be catered.	
W.	The contractor will provide meals <b>07 days</b> in a week to all Year Engineering students till 31 Jan 2022 considering COVID 19 situation and provide meals for <b>06 days and only Breakfast on Sunday</b> in a week to Second Year, Third Year & Final Year Engineering students after 31 Jan 2022 depending on the situation of COVID 19.	
X.	<p>The strength for which food is required to be cooked will be intimated to the Contractor by the respective Wardens as under:</p> <p style="padding-left: 40px;">Breakfast : By 8 pm of the previous day.</p> <p style="padding-left: 40px;">Lunch &amp; Dinner : By 8 am of the same day.</p> <p>Timing for Breakfast, Lunch, Evening tea &amp; Dinner is as follows –</p> <p style="padding-left: 40px;">Breakfast : 7 am to 8.40 am</p> <p style="padding-left: 40px;">Lunch : 12.30 pm to 2pm</p> <p style="padding-left: 40px;">Evening Tea : 4.50 pm to 5.50 pm</p> <p style="padding-left: 40px;">Dinner : 7.00 pm to 9.00pm</p> <p>Timing will be adjusted as per Academic Timetable and will be intimated accordingly.</p>	
Y.	The Contractor undertakes to provide regular meals to the students as per daily menu mutually agreed by Students' Mess Committee (SMC) and the Contractor, keeping in view availability of vegetables and rates given in this agreement. Food shall be prepared only in Boys Hostel Mess. The Contractor will be penalised if any items, prepared in one mess is served in other mess not under his Contract.	
Z.	SMC and Contractor will decide the menu, at least one week in advance. The Contractor will thereafter serve meals as per this weekly menu. The Contractor will also provide separate food items to sick students based on medical advice and recommendations of the	

	Rector/Warden. SMC and respective Wardens will be responsible for overall functioning of the mess and issuing instructions to the Contractor.	
AA.	<p>For variety in menu, appropriate changes could be made which will be mutually agreed upon by the AIT, the Contractor and the SMC. Following items will be provided for various meals:-</p> <p><b><u>Breakfast:</u></b> One of the following items in rotation :-</p> <p>Alu Paratha (2+1 Nos.), Curd, Tea – Size – 8”</p> <p>Udid Wada (03 Nos.), Sambar, Tea</p> <p>02 Eggs Boiled/02 Veg Cutlets, 6 Bread Slice butter or Jam, Tea</p> <p>Plain Paratha (2+1 Nos.), Veg, Tea - Size – 8”</p> <p>Six Puri, Bhaji, Tea</p> <p>Idli (3+2 Nos.), Sambar, Tea</p> <p>Unlimited Poha, Chatni, Tea</p> <p><b><u>Lunch</u></b></p> <p>Veg/Green Subzi</p> <p>Dal/Rajmah/Chana</p> <p>Veg Pulav/Plain Rice – Alternate days</p> <p>Roti/Paratha/Puri</p> <p>Salad</p> <p>Pickle</p> <p>Curd</p> <p>Fruit – (Seasonal fruit – one piece/one wati)</p> <p><b><u>Evening Tea</u></b></p> <p>Tea – Min 150 ml</p> <p>Snacks (1 Samosa/Bread Pakoda/ Vada)</p> <p><b><u>Dinner</u></b></p> <p>Veg/Paneer Subzi (Paneer subzi once a week)</p> <p>Dal/Rajmah/Chana</p> <p>Jira Rice/Plain Rice – Alternate days</p> <p>Roti/Paratha/Puri</p> <p>Papad (Twice a Week)</p> <p>Sweet Dish (Limited)</p>	

	<p>Pickle</p> <p>Non-vegetarian and vegetarian menu as follows, will be served on alternate Fridays during dinner:-</p> <p>Non Veg - Chicken 3 pieces with gravy (Total 100 gms) or Roasted egg curry (2 eggs) - (Rotate on alternate Fridays)</p> <p>Veg - Palak Paneer/Matar Paneer - (minimum 3 pieces of Paneer of 1"x 1"x ½" size)</p> <p>Tea must be of branded leaf variety and chapattis must be served warm to all students with sufficient food warmers. Caterer must cater for a peak load of students at any meal with special focus on lunch timings. Veg will be of seasonal veg. Same Dal will not be repeated more than twice in a week. One of the following sweet dish to be served on limited basis everyday at dinner:-</p> <table data-bbox="478 712 1050 1099"> <tr> <td>Sevai Kheer</td> <td>- 50 gms</td> </tr> <tr> <td>Fruit Salad</td> <td>- 50 gms</td> </tr> <tr> <td>Gajar Ka Halwa</td> <td>- 50 gms</td> </tr> <tr> <td>Jalebi</td> <td>- 02 pcs</td> </tr> <tr> <td>Fruit Custard</td> <td>- 50 gms</td> </tr> <tr> <td>Gulab Jamun</td> <td>- 02 pcs</td> </tr> <tr> <td>Rice Kheer</td> <td>- 50 gms</td> </tr> </table> <p>Note – Vendor will offer Lunger for following festivals to all Students and Staff of AIT free of cost.</p> <p>Janmasthanmi</p> <p>Mahashivratri</p> 	Sevai Kheer	- 50 gms	Fruit Salad	- 50 gms	Gajar Ka Halwa	- 50 gms	Jalebi	- 02 pcs	Fruit Custard	- 50 gms	Gulab Jamun	- 02 pcs	Rice Kheer	- 50 gms	
Sevai Kheer	- 50 gms															
Fruit Salad	- 50 gms															
Gajar Ka Halwa	- 50 gms															
Jalebi	- 02 pcs															
Fruit Custard	- 50 gms															
Gulab Jamun	- 02 pcs															
Rice Kheer	- 50 gms															
BB.	Under no circumstances will food left over from the previous meal be served in next meal.															
CC.	The SMC (three members) have the right to reject/declare badly cooked/ prepared food if it is not well cooked, unhygienic or unpalatable. SMC may declare it bad and lay a penalty of Rs.5/- per dining member which will be paid by the Contractor to the institute. In case of one item, Rs.2/- per head will be penalised. In case of any dispute, the issue will be referred to Director/Jt Director whose decision will be final.															
DD.	The Contractor agrees to pay by <b>07th</b> of the month in advance to AIT <b>Rs 6,000/- (Rupees Six Thousand only) (Excluding GST)</b> per month on account of rent and allied charges for the facilities provided by AIT for the duration of contract. However, no rent will be charged for the period of complete closure of mess for which Contractor will apply for exemption in writing.															
EE.	The Contractor will pay the electricity bill as per the consumption, at the rates as laid down by AIT.															

FF.	The Contractor will be charged <b>Rs. 1.50 per day (Excluding GST)</b> , per head to the institute as maintenance charges which will be adjusted during weekly payments.	
GG.	Meals will be served through min two number of service counters in dining halls so as to avoid queuing up and ensure quick service. Caterer must cater for a peak load of students for service counters with special focus on lunch timings. No meal will be served in the hostel room except to students who are sick and for whom permission will be obtained from respective Warden by SMC and Contractor. Contractor will be penalised in case of violation of procedure.	
HH.	The Contractor also undertakes to provide meals specifically asked by AIT to cater for visitors, external examiners and other official visitors on mutually agreed terms and rates to be decided separately.	
II.	Necessary kitchen and associated staff to cook and serve meals will be employed by the Contractor. The Contractor will ensure that persons suffering from contagious diseases are not employed. All the employees will be medically examined every month under the arrangement of a Medical Officer. If any doubt arises, AIT reserves the right to ban admission to entry of such affected staff. Fitness certificate in respect of each individual will be produced by the Contractor, for perusal of the AIT. A record to this effect will be maintained by the Contractor for periodic verification by the College Management.	
JJ.	The Contractor will ensure that all staff employed by him are in possession of valid gate pass issued by AIT. The Contractor will obtain necessary <b>Police verification</b> report for his staff. Penalty along with show cause notice will be issued if fail to do so. Contract will be terminated if contractor failed to do Police verification within extended time. They must be in possession of the gate pass at all times. They will make an entry in the Register kept at the AIT Main Gate every time they enter/exit AIT. They shall be subjected to Physical Security check while entering and leaving AIT premises. This will also include the vehicles engaged by the Contractor. AIT reserves the right to remove or deny entry into AIT premises for any staff of the Contractor, on account of indiscipline, without any prior notice and the Contractor will have no claim against the AIT on this aspect. The Contractor must check Temperature of each individual entering in Dining Hall every day at Dinner and should inform the AIT authorities of any related issue.	
KK.	Overall responsibility for cleanliness and maintenance and hygienic condition in and around kitchen, pantry, dining hall and ensuring freshness, quality of raw materials and cooked food products will be that of the Contractor. Suggestions or orders for improvement offered by AIT will be executed by the Contractor. The Contractor will ensure regular and proper disposal of kitchen waste. Cleaning staff for kitchen, pantry and dining hall will be employed by the Contractor. The Contractor will be fined <b>Rs.500/-</b> on each occasion if the cleanliness and hygiene of mess, surrounding area and cook house is not found satisfactory and upto the mark. On default, the affected area will be cleaned by AIT at Contractor's expenses.	
LL.	Contractor agrees that he shall not undertake any commitment outside	



	the premises of AIT by using amenities, kitchen, and raw materials purchased for AIT. He shall not be allowed to take any AIT equipment or items out of AIT premises at any time.	
MM.	The Contractor agrees that the waiters and kitchen staff employed in AIT messes will be provided with necessary uniforms compatible with the standard and as approved by AIT.	
NN.	The Contractor agrees that under no circumstances he will take any items on credit from any dealer/supplier in the name of AIT.	
OO.	The Contractor agrees that he shall keep the utensils for preparation of vegetarian and non-vegetarian items separately. The Contractor will use cooking media of standard refined oil with ISI mark, ISI/Agmark masalas, freshly ground good quality wheat, standard quality medium rate rice such as broken Basmati or equivalent, fresh bread of a known brand (Modern/Britannia), vegetables/meat, good quality dals, unadulterated hygienic raw materials for preparation of food and iodised salt. SMC will have the right to inspect these raw materials whenever they like to do so and on finding any sub-standard material, the Contractor will be penalised by SMC in consultation with AIT. Contractor has to do Pest Control treatment once a month under supervision of AIT representative.	
PP.	The Contractor will comply with all the Municipal and local rules for the purpose of running the students mess. Required assistance, if any, may be provided by AIT which will be submitted in writing to AIT by the Contractor.	
QQ.	The Contractor agrees that he shall be solely liable and responsible for the payment of wages, gratuity and other obligation to the staff employed by him. Employees of the Contractor will not be construed as employees of AIT for any purpose. He also agrees that his staff will not associate themselves with any union activities.	
RR.	Sales tax liabilities, if any, will be cleared by the Contractor from time to time for which AIT will not be responsible.	
SS.	Nobody from the Contractor's staff will indulge in unlawful activities, bring/consume any type of alcohol or gamble in AIT complex.	
TT.	No tips will be taken by the Contractor's staff from any one even if he/she insists upon acceptance.	
UU.	The Contractor will have no right whatsoever in nature or kind in the premises of AIT particularly tenancy right and leasing right.	
VV.	The Contractor agrees during the currency of this agreement that he shall abide by the direction of AIT for the upkeep and maintenance of all the items provided to him by AIT. The Contractor will be fined for misuse of AIT stores, etc from <b>Rs 500/-</b> to maximum of <b>Rs 1,000/-</b> .	
WW.	The Contractor will deposit a total sum of <b>Rs.50,000/- (Rupees Fifty Thousand only)</b> as Security Deposit in the name of Army Institute of Technology. This amount will be refundable to him by AIT on termination of contract.	

XX.	If the security deposit or any part thereof remains unpaid after the due date or if the Contractor at any time fails or neglects to perform or observe any of the terms and conditions contained herein, AIT may without prejudice to his rights, by giving thirty day's notice in writing to the Contractor, determine the license and the Contractor shall upon such determination peacefully give up possession of the said premises without any right to compensation whatsoever.	
YY.	The Contractor agrees to share major expenditure towards purchase of equipment for mess in the ratio of <b>50: 50, i.e. AIT: Contractor</b> .	
ZZ.	The Contractor will adhere and abide by all statutory provisions concerning employment of labourers/staff for his Mess and hereby undertake to immune AIT against litigations raising out of non-compliance with/non-adherence to statutory provisions as laid down by GOI.	
AAA.	Both the parties as mentioned above in this article agree that this agreement shall be in force for <b>Twelve months</b> . If the Contractor wishes to terminate the contract earlier, he shall give Two month notice of his intention to do so. If AIT wishes to terminate the contract on account of breach of this agreement committed by him, a notice of one month period will be served to the Contractor for termination of contract. In the event of termination, he shall return all the items provided to him by AIT in good serviceable condition.	
BBB.	In case the Contractor desires to extend the period of this agreement after the stipulated date of completion or validity of this agreement an advance notice of at least one month is to be submitted. The decision of AIT with regard to such extension of period of agreement will be final and binding. Also in case AIT desires to extend the period of agreement, above provisions/modified provisions which are mutually acceptable will be applicable.	
CCC.	On expiry of this agreement period or extended period or on termination of this agreement the Contractor will remove all his staff and articles from AIT forthwith peacefully	
DDD.	Any amendment, deletion, modification, alteration or addendum to the contents of this agreement shall be done as mutually agreed by both the parties mentioned above.	
EEE.	Both the parties agree to refer all disputes arising out of this agreement to a sole arbitrator Committee appointed by the AIT whose decision shall be final, conclusive and binding.	
FFF.	AIT reserves the right to hire the services of another Contractor for special functions and parties. The Contractor will have no claim on this account. Any expense, legal or otherwise, that AIT may have to incur for evicting the Contractor and his staff on termination/expiry of this contract will be met by the Contractor and AIT shall have the right to recover such expenses from security amount of the Contractor.	

22. Two-Bid System - Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are

advised to submit the compliance statement in the following format along with Technical Bid.

Para of RFP specifications service-wise	Specification of service offered	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
21			

23. Delivery/Commissioning Period – Delivery/Commissioning period for services would be as per following from the effective date of contract. Please note that Contract can be cancelled unilaterally by the AIT in case services not received within the contracted period. Extension of contracted delivery period will be at the sole discretion of the AIT, with applicability of LD clause.

(a) Delivery/Commissioning Schedule

Service to be delivered/commissioned within 15 days of receipt of Work Order.

24. Consignee Details.

Project Officer - Army Institute of Technology,  
Dighi, Alandi Road  
Pune – 411 015  
Tele : 7249250184/ 7249250185 Extn 2106  
Email: project@aitpune.edu.in

### **Part III – Standard Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Service provider in the Contract) as selected by the AIT. Failure to do so may result in rejection of the Bid submitted by the Bidder.

25. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

26. Effective Date of the Contract: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

27. Arbitration: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. In all these matters the decision of the Director, AIT shall be final and binding. Legal case to be filed in Pune Jurisdiction only.

28. Non-disclosure of Contract documents: Except with the written consent of the AIT/ Service provider, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

29. Termination of Contract: The AIT shall have the right to terminate this Contract in part or full in any of the following cases :

- (a) The delivery of the service is delayed for causes not attributable to Force Majeure for more than (04 weeks) after the scheduled date of delivery.
- (b) The Service provider is declared bankrupt or becomes insolvent.
- (c) The delivery of service is delayed due to causes of Force Majeure by more than (04 Weeks) provided Force Majeure clause is included in contract.
- (d) The AIT has noticed that the Service provider has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.
- (f) AIT and Service provider can terminate the contract by giving one month notice without any reason.

30. Transfer and Sub-letting: The Service provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

31. Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

32. Taxes and Duties

(a) General

(i) Bidder must specify duties and taxes as applicable in his bid. Not mentioning the same will considered an invalid bid.

(ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the service in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the AIT by the Service provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Service provider.

#### **Part IV – Special Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Service provider in the Contract) as selected by the AIT. Failure to do so may result in rejection of Bid submitted by the Bidder.

33. Performance Guarantee: - The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 5% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.

34. Option Clause: The contract will have an Option Clause, wherein the AIT can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the AIT to exercise this option or not.

35. Payment Terms for Service providers –

(a) Payments will be made in first working week of each month as per Invoice and as per recommendation of Board of Officers appointed by AIT.

36. Force Majeure clause.

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of service under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the service received.

### 37. Quality Assurance.

Service provider would be examined on the following basis –

- a) Timely reporting on duty
- b) Provision of Service Persons as per requirement
- c) Training of Service Persons
- d) Uniforms of Service Persons
- e) Integrity of Service Persons
- f) Alertness on duty
- g) Adherence by agency to labour laws and regulations

### 38. Inspection Authority.

The Inspection will be carried out by Board of Officers appointed by AIT.

### 39. Franking clause.

The following Franking clause will form part of the contract placed on successful Bidder –

(f) Franking Clause in the case of Acceptance of Service “The fact that the service have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The services are being passed without prejudice to the rights of the AIT under the terms and conditions of the contract”.

(g) Franking Clause in the case of Rejection of Service “The fact that the service have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the AIT in any manner. The services are being rejected without prejudice to the rights of the AIT under the terms and conditions of the contract.”

## **Part V – Evaluation Criteria & Price Bid issues**

40. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the AIT with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 54 below. The consideration of taxes and duties in evaluation process will be as follows:

- i. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the AIT would be the deciding factor for ranking of Bids.
- ii. In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –
  - (aa) The Bidders are required to spell out the rates of GST, Customs duty etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of GST/Customs duty is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entreated after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the service in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.
  - (ab) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
  - (ac) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the AIT. The AIT will have the right to award contracts to different Bidders for being lowest in particular services. The AIT also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
  - (ad) Any other criteria as applicable to suit a particular case.

41. Price Bid Format: Bid should contains the following –

(a) Basic cost of the Services:

Sr. No	Service	Qty	Rate per Student	GST	Total rate per Student
1	The rates of messing for each day per meal to be charged by the Contractor will be as under:-				
	Breakfast	1 no			
	Lunch	1 no			
	Evening	1 no			
	Dinner	1 no			
Total Rate per Student (All Incl)					
Total Rate per Student (All Incl) in Words					

Note –

Determination of L1 vendor will be done based on Grand Total Cost (Incl of All).

Service provider will be issued only of one contract either of Phase – I area or Phase – II area. Service contract will be issued on same rate for both the phase I & II to different Service Providers.

If service provider found to be L1 vendor in both phases, then that service provider has to surrender one phase contract which is having lower total cost. That surrendered contract will be transferred to L2 vendor in the rate/amount of L1 vendor.

AIT/0810/34(a)/2021-22/Proj

Dated : 30 Nov 2021

(MK Prasad)  
Col  
Jt Director  
For Director