

### NAGALAND INSTITUTE OF MEDICAL SCIENCES & RESEARCH (NIMSR)

(An Autonomous Society under the Government of Nagaland) Reg.No: HOME/SRC-7549 dated 01-03-2022)

**KOHIMA-797001** 

Email: nimsrkohima @gmail.com Website: nimsr.nagaland.gov.in

#### TENDER NO- 001.

# NAME OF WORK: - RE-TENDER FOR RUNNING OF HOSTEL MESS AT NAGALAND INSTITUTE OF MEDICAL SCIENCES & RESEARCH, KOHIMA FOR 1 YEAR.

Start of tender submission	27.08.2023
Last Date & Time of submission	29.08.2023 till 11:00 AM
Date & Time of Tender Opening	29.08.2023 at 01:00 PM
Estimated tender value	
	Rs. 85 Lakhs (Rupees Eighty-Five Lakhs)
Tender Fee	Rs. 1000.00
EMD Amount	5 % of Tender Value
Performance Bank Guarantee	10 % of Total Contract Value
Period of contract	1(one) Year



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#### KOHIMA- 797001

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#### TENDER NO. 001

#### **SHORT NOTICE INVITING TENDER (NIT)**

Date :27/08/2023

Ref. No. : NIMSR-2/5/OMS/2023/HM01

- 1. The Director cum Dean, Nagaland Institute of Medical Sciences & Research (NIMSR), Kohima, Nagaland now invites offline bids in two envelope system (Technical & Financial) from eligible bidders for running of Hostel Mess of Nagaland Institute of Medical Sciences & Research (NIMSR), Kohima, Nagaland, details mentioned below in Table 1.
- 2. Bidding documents are available for viewing on the official website of NIMSR at www.nimsr.nagaland.gov.in . The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
- 3. Bids must be submitted in covering sealed envelope in the Tender Box kept at NIMSR Administrative Office (Room No: G-7) with the title "Tender for running of Hostel Mess at Nagaland Institute of Medical Sciences & Research, Kohima, Nagaland" along with the name of the participating firm name before the bid submission deadline, and the 'Technical Part' of bids will be opened on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened until the second public Bid opening for the financial part. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids. The sealed envelope must contain the Tender Fee & Earnest Money Deposit (EMD) along with Technical Bid & Financial Bid in separate envelopes.

**Director cum Dean** 

#### **TERMS & CONDITIONS OF TENDER**

- A. Estimated tender value: Approx. Rs. 85 Lakhs
- **B.** Period of Contract: The Contract shall initially be for a period of One year and may be extended further for another year subject to satisfactory performance, on the same terms and conditions on acceptance of both the parties. The rates approved shall remain unchanged during the period of contract.

The Director cum Dean reserves the right to terminate the contract by serving one month's notice, in writing. The Contract can be terminated by giving one month notice by either party.

- C. Tender Fee & Earnest Money: Tender Fee of Rs.1000.00 and Earnest Money Deposit of 5% of the tender value to be deposited separately, in form of demand Draft/bankers cheque from a scheduled bank drawn in favour of "NIMSR KOHIMA", payable at Kohima. The validity of the EMD should be minimum 60 days beyond the validity of the bid.
- **D.** Bidders should refer to the State Government GST policy for information and necessary action.
- **E.** Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
- **F.** The address for submission of Tender Documents and for communication is as under:
  - a. Name & Designation of Officer: Director cum Dean, Nagaland Institute of Medical Sciences
     & Research (NIMSR), Kohima, Nagaland
  - Official Address: Nagaland Institute of Medical Sciences & Research, Phrieba, Kohima-797001, Nagaland
  - c. Email: nimsrkohima@gmail.com

#### INSTRUCTIONS FOR THE BIDDER

#### **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## Language of Bid

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### **Alternative Bids**

Unless otherwise specified, alternative bids shall not be considered.

## Currencies of Bid& Payment

The Bidder shall quote the Price in Indian Rupees only.

#### Validity of Bids

- a. Each Bid shall remain valid for a period of 60 days from the last date of bid submission (excluding the last date of bid submission). A Bid valid for a shorter period shall be rejected as being non-responsive.
- b. In exceptional circumstances, the Department may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. All such requests and the responses shall be made in writing.

### Bid Submission Due Date

- a. The Bid shall be submitted before last date of bid submission as provided in the NIT.
- b. No bids shall be accepted after the lapse of specified time on the last date of bid submission.
- c. The NIMSR may, at its discretion, extend the last date of bid submission for all Bidders by issuing an Addendum.
- 1. Tender form shall be completed in all respect. Incomplete or tenders without E.M.D. shall be treated as invalid.
- 2. Bidders have to ensure that all the documents are properly submittes duly signed & stamped in every pages of the tender documents and are readable format.
- 3. The Competent Authority of **NIMSR** reserves the right to accept or reject (fully or partially) any tender or all tender without assigning any reason.
- 4. Conditional tenders are liable to be rejected.
- 5. The **E.M.D.** of unsuccessful bidders shall be refunded within one month after the award of work to the successful bidder or completion of present tender process.

- 6. On acceptance of the tender, within the period specified by the Director cum Dean, the contractor shall deposit as security deposit Performance bank Guarantee @ 10% of the tender amount. The Institute authority shall be entitled to forfeit the **Security Deposit** or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The PBG must be valid for a period of 2 months beyond the expiry of tender period. The security shall be in the form of **Demand Draft/ Bankers Cheque in favour of NIMSR KOHIMA, payable at Kohima or in the form of Performance Bank Guarantee**.
- a) If the contractor fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Director cum Dean shall be entitled to make other arrangements at the risk and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute 'No Demand Certificate' in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.
- 7. **Evaluation of Technical Bids**: Bids received and found valid will be evaluated by the **NIMSR** to ascertain the best-evaluated bid for the complete work/services under the specifications and documents. The bidder should take care to submit all the information sought by **NIMSR** in prescribed formats.
- 8. **Incomplete, conditional, telephonic bids or tender uploaded after due date** will not be considered and summarily rejected.
- 9. **Financial Bid:** The financial bid of the bidders, whose technical bid is found to be suitable, will be opened in the presence of the bidders, who choose to attend the opening of financial bid.

The lowest bid will be evaluated on the basis of yearly expenditure amount as quoted by bidders in financial bid.

#### Award of Work:

- **a.** The selection of the agency will be at the sole discretion of the NIMSR who reserves its right to accept or reject any or all the proposals without assigning any reason thereof.
- **b.** The contract for running of hostel mess shall be awarded to the best qualified Responsive tender.
- **c.** Upon evaluation of tenders, the decision on the award of contract will be intimated to the successful bidders.
- d. A contract agreement will be executed between the Competent Authority of NIMSR Kohima and the successful bidder/agency preferably before the start of the contract or within a period of 7(seven) days from the date of start of contract.

#### **Payment Procedure:**

Payment will be considered on monthly basis. The contractor shall submit bill in triplicate by the 7th day of each month for the executed up to end of previous month in a prescribed format as approved by NIMSR. Bill must be raised based on the rate quoted in tender.

After submission of monthly bill complete in all respect by the contractor the payment will be made within 15 days of submission of bill through ECS only.

No advance payment will be considered.

No revision of rates shall be entertained during the period of contract.

#### Liquidated damages:

Whenever and wherever it is found that the supply of items by the supplying agency is not up to the mark, it will be brought to the notice of the agency and agency is responsible to replace the item immediately otherwise liquidated damages @ Rs.500/- per item shall be imposed. The decision of Director cum Dean shall be final, in this regard.

#### **Risk Clause**

The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement. NIMSR reserve the right for termination of the contract at any time by giving 30 days written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected bidders at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by NIMSR from the Contractor's Security Deposit or pending bill or by raising a separate claim.

- I. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the NIMSR.
- II. In the event of loss/damage of equipment etc. at the premises of the NIMSR due to negligence/carelessness of Contractor staff, then the Contractor shall compensate the loss to NIMSR.

#### **Dispute Settlement**

It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement 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 cum Dean, NIMSR whose decision shall be final and binding on both the parties.

In case of any legal dispute Kohima will be the jurisdiction.

#### **Termination clause**

During the period of agreement if it is found that the agency is not providing proper services or charging by fraudulent manner or otherwise, the Director cum Dean reserves the right to forfeit the security deposit whole or part thereof in favour of NIMSR and agreement will be terminated after giving 30 days notice. In such situations, tender can be allotted to second lowest bidder.

In above mentioned conditions the Director cum Dean reserves all the rights.

#### **ELIGIBILITY CONDITIONS OF BIDDERS: -**

- 1. The bidder should be a company/firm engaged in Running of Hostel Mess for Central or State Govt. or PSU/ Private Organization/Institute for the last three years, till publishing of this tender.
- 2. The bidder should have successfully completed the following work in the last 03 years:
  - a) One similar nature of work of value not less than 80% of tender value

or

b) Two similar natures of works of value not less than 50% of tender value

or

c) Three similar natures of works of value not less than 40% of tender value

#### Documents to be uploaded

Bidder firms which fulfil the above eligibility conditions should upload tender documents signed by authorized person on each page, the technical bid, & tender form along with the scanned copy of following documents failing which their bids will be rejected.

- 1. Tender Document duly signed and stamped.
- 2. Food Safety License
- 3. Copy of PAN Card.
- 4. Copy of Work orders and agreement along with Completion Certificate duly notarized in support of Eligibility condition 1 & 2
- 5. Copy of GST Registration Certificate.
- 6. Declaration as per Annexure-I
- 7. Annual Turnover Certificate from a registered CA
- 8. ITR with audited balanced sheet from registered CA for the last 3 financial years.
- 9. Labour License.
- 10. Trade License of Nagaland
- 11. Declaration as per Annexure-I
- 12. Declaration as per Annexure-II

#### GENERAL CONDITIONS OF CONTRACT/TERMS OF REFERENCE

- 1. All the items provided by the successful tenderer should be of **Agmark/FSSAI** approved/certified and neatly packed. The packing should clearly mention the **date of packaging** and **expiry date.**
- 2. If any product is found substandard in the terms of that product packaging and at the time of use, the total quantity is to be replaced including consumed Items without any extra cost to the institute.
- 3. Pulses (dal) rice & sugar should be dry, neat & clean, stone free and unpolished.
- 4. The successful bidder who is awarded the work has to pay electricity bill of the kitchen provided by NIMSR as per the energy meter provided. All the utensils, gas and any logistic needed for running of mess along manpower must be provided by the contractor.
- **5.** The bidder would be wholly responsible for the supply and delivery of dietary items to hostel mess of the NIMSR, Kohima.
- **6.** The bidder shall not in any condition engage any sub-contractor or transfer the work to any other person. If found otherwise, the contract will be cancelled immediately at the cost & expense of the contractor.
- 7. The bidder at all times should indemnify NIMSR against all claims, damages or compensation under various statutory provisions.
- **8.** In case of breach of any terms and conditions of the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by NIMSR besides annulment of the contract.
- 9. Quoting of abnormally low or abnormally high price will result in disqualification of the bidder.

## **TECHNICAL BID PROFILE OF THE BIDDER**

S.No	Description	
1	Name of Tendering Company/Firm	
2	Name of owner/Partners/Directors	
3	Full Particulars of Office/Shop	
4	Address	
5	Telephone No./Fax Email Address	
6	Full Particulars of the Bankers of Company/Firm, with full  Address/Tel. No.  Name of the Bank  A/C No.  Branch  IFSC Code  Telephone No.  Email Address	
7.	PAN No.	
8.	GST Registration No.	

Note: A cancelled cheque has to be attached with EMD hard copy for the purpose of refund of

EMD in case of non-successful bid.	with Eivid hard copy for the purpose of refund
Date:	
Place:	Signature of owner/Managing Director/ Partner
	Name:
	Seal:

### **DECLARATION**

## On non-judiciary stamp paper of RS.100/-

# NAME OF WORK: - E-TENDER FOR RUNNING OF HOSTEL MESS AT NIMSR, KOHIMA, NAGALAND.

De	ear Sir,	
1.	I/ we	hereby submit the tender application for the above-
me	entioned works	
viz	2	
2.	I/We hereby declare that I/v	we have perused and understood the tender document and accept all
the	e terms & conditions, stipulate	ed by the NIMSR in connection with the tender for running of hostel
me	ess at NIMSR, Kohima, Naga	aland for a period of one year.
3.	. I/we confirm that all cuttings and over-writings have been deleted & re-written afresh and	
ini	tialled wherever required.	
4.	Each and every page of the tender document has been signed and seal/stamp of the	
firı	m/Agency/Company affixed.	
5.	Firm/Agency/Company has not been blacklisted /debarred by any government /public sector	
org	ganization in last 3 years.	
6.	The Firm/Agency/Compan	y has no criminal case pending under the court of law
Da	ate:	Signature of owner/Managing
	Director/ Partner	
Pla	ace:	Name:

N.B.: The above declaration, duly signed by the authorized signatory of the company, should be enclosed with Technical tender.

#### **Annexure-II**

#### **Highest Discount Certificate**

(On Letter head of firm)

We hereby undertake that the discount offered by me/us to NIMSR, Kohima, Nagaland for Running of Hostel Mess are the highest discount rates offered to any Government organization/Institutions, and no other Government organization/institution has been offered discount higher than those being offered herein. We further undertake that in case there is any downward revision of prices the same will be passed to NIMSR Kohima, Nagaland from the effective date during the currency of the contract and in case of failure to do so we are liable to be debarred from future NIMSR Tender Enquiry for a further period of two years along with forfeiting the earnest money/security deposit.

For & Behalf of the Firm (Firm Name & Address)

### **CHECKLIST FOR UPLOADING OF TENDER**

## NAME OF WORK: - E-TENDER FOR SUPPLY OF DIETARY ITEMS FOR HOSTEL MESS OF NIMSR, KOHIMA, NAGALAND.

## THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF UPLOADING OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED.

1	Tender Document duly signed and stamped.
2	Copy of Food Safety License
3	Copy of PAN Card.
4	Copy of Work orders and agreement along with Completion Certificate duly notarized in support of Eligibility condition 1 & 2
5	Copy of GST Registration Certificate.
6	Declaration as per Annexure-I
7	Annual Turnover Certificate with Annual turnover not less than 20 Lakhs for similar works from a registered CA
8	ITR with audited balanced sheet from registered CA for the last 3 financial years.
9	Valid Labour License
10	Valid Trade License of Nagaland
11	Declaration as per Annexure-I
12	Declaration as per Annexure-II

#### **N.B.** Bidders to ensure that all

- i) All the above documents are uploaded.
- ii) All pages of the tender document have been signed and stamped by the authorized persons except original documents uploaded
- iii) Documents are legible (clearly readable)

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us and I have the authority to bid a TENDER.

Signature of	owner/Managing Partner /Directo	r
Name:		
Seal:		
Date:		
Place:		

## FINANCIAL BID (To Be Filled & submitted in separate envelope)

# NAME OF WORK: - E-TENDER FOR RUNNING OF HOSTEL MESS AT NIMSR, KOHIMA, NAGALAND.

S. No	Package Description	Menus	Rate (Rs.)
		Bread Butter/Jam with	
		Omelette/Boiled Egg or	
	- 10	Fruits including	
1.	Breakfast	Tea/Coffee/Milk <b>OR</b>	
		Puri Sabji with	
		Omelette/Boiled Egg or	
		Fruits including	
		Tea/Coffee/Milk <b>OR</b>	
		Paratha Sabji with	
		Omelette/Boiled Egg or	
		Fruits including	
_		Tea/Coffee/Milk	
2.	Lunch	Thali (Rice, Roti, Veg	
		Fry, Papad,	
	n	Chutney/Salad/Pickle)	
3.	Evening Snacks	Tea/Coffee/Juice with	
		Biscuits	
4.	Dinner	Thali (Rice, Roti, Bhaji,	
	MAN I Y	Chicken/Egg/Paneer)	
	TOTAL	(1+2+3+4)	

#### Note:

- 1. The lowest bid will be evaluated on the basis of total amount quoted by bidders in financial bid.
- 2. Quoted rates should be inclusive of all taxes, levies, Octroi, Freight, Cartage, Forwarding, Handling Loading, Insurance etc.
- 3. The rates of quoted in financial bid will be valid during the period of contract. No increase in the rates shall be entertained.

	Signature of owner/Managing Partner /Director
	Name:
	Seal:
Date:	
Place.	