



48

**OFFICE OF THE MANAGING DIRECTOR
ASSAM MEDICAL SERVICES CORPORATION LIMITED
Central Drug Ware House Campus, Patherquery, Narengi,
Guwahati, Assam-781026**

**REQUEST FOR PROPOSAL FOR HIRING CATERING
SERVICE FIRM
(NATIONAL COMPETITIVE BIDDING)**

**NOTICE INVITING RFP
(REQUEST FOR PROPOSAL)
(NATIONAL COMPETITIVE BIDDING)**

NO: AMSCL/ CATERING SERVICE FIRM/2022-23/0374

Dated:

Assam Medical Services Corporation LTD (**AMSCL**) invites proposals to shortlist and engage a suitable Catering Service Firm at AMSCL

Sl. No.	Key Events	Date, Time & Venue
1	Date of publication of RFP:	09.08.2023
2	Availability of RFP Document	Website: https://amscl.assam.gov.in/
3	Last Date & Time for submission of bid	30.08.2023 upto 1:00 pm
4	Date & Time for opening of Bid	30.08.2023 at 3:00 pm
5	Address for Communication	O/o the Managing Director, AMSCL, Assam. Address: Central Drug Ware House Campus, Patherquary, Narengi, Guwahati, Assam-781026 Email id: md-amscl@assam.gov.in

**Managing Director
AMSCL, Assam**

1. INSTRUCTIONS TO BIDDERS

A. Introduction

Assam Medical Services Corporation (AMSCL) was incorporated under the Companies Act 2013 on 22nd June, 2016. The primary objective of AMSCL is to act as the central procurement agency for procurement of essential drugs, surgical, consumables & equipment etc. on behalf of all the directorates/body/agency/mission under Health & Family Welfare Department & Medical Education & Research Department of Government of Assam, This objective extends to any other directorate/body/agency/mission that may be created under the Health & Family Welfare Department & Medical Education & Research Department of Government of Assam

B. Objective

Assam Medical Services Corporation intends to engage a suitable Catering Service Firm at AMSCL

C. General Instructions

Request for proposal affixing court fee stamp of Rs.8.25/- (for bidders within Assam) or IPO of Rs.10/- (for bidders outside Assam) are invited from Catering Serving Agency & Restaurants for entering into rate contract for one financial year.

- i. The bidders are instructed to read the complete bid document beforehand carefully and then prepare and submit the bid in advance to avoid any bottlenecks, whatsoever, in the last minute of submission.
- ii. It is expected from all bidders that they will ensure that documents to be used in bid submission are processed through reliable and responsible person/official.
- iii. Bidders not fulfilling the eligibility criteria as set out in the bid document should abstain from participating in the bidding process, as their bid shall be rejected and not considered for further evaluation.
- iv. The RFP documents shall only be available online, which can be downloaded from the official website: <http://amscl.assam.gov.in>.
- v. Earnest Money Deposit amount as specified in the relevant clause of the RFP Document should be submitted along with the RFP. Non-submission of EMD shall amount to rejection of RFP.
- vi. At any time prior to the date of submission of RFP, the Tender Inviting Authority may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by issuing a corrigendum in the AMSCL website. However, in case of any major changes in the RFP terms and conditions, reasonable time shall be allowed post modification for the bidders to respond. Corrigendum shall be published AMSCL website and prospective bidders are advised to check the AMSCL website on

- regular interval to keep abreast of any changes.
- vii. Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- viii. The Proposal (Hard Copy) should be submitted to the office of the Tender Inviting Authority as per schedule mentioned in the RFP
- ix. This RFP will be governed by Assam Public Procurement Act, 2017 & Assam Public Procurement Rules, 2020.
- x. The proposal in two parts Technical bid (Cover "A") and Price Bid (Cover B) to be submitted as mentioned in the RFP.

D. Earnest Money Deposit (EMD)

- i. EMD shall be @ Rs 10,000/- (Rupees Ten thousand only). Without minimum EMD, a bid will not be considered at all. START UPS registered in Assam and has obtained My Assam STARTUP ID (MASI) only will get 50% exemption from payment of Earnest Money. EMD shall be submitted in form of DD/ Bank Guarantee/ online transfer in favour of Tender Inviting Authority.
- ii. Any Bid submitted without sufficient EMD amount will be summarily rejected. The EMD will be forfeited, if a bidder withdraws its bid after last time and date fixed for receiving bids or in case of a successful bidder, if the bidder fails within specified time to sign the Contract Agreement or fails to furnish performance security deposit.

E. Bid Validity

- i. Bids shall remain valid for acceptance for a period of 180 days after opening. Bids with shorter validity shall be rejected. Tender Inviting Authority may solicit bidders' consent for an extension of validity period. A bidder may refuse extension request without forfeiting the bid security.

2. ELIGIBILITY CRITERIA

A. Constitution of the Bidder

- i. Bidder shall an **entity registered** under relevant law in India.

B. Turnover Criterion

- i. Average Annual Turnover of the bidder in the last three financial years 2020-21, 2021-22 & 2022-23 shall not be less than Rs 5 (Five) Lakhs & the average annual turnover certificate should be certified by CA with UDIN.
- ii. Explanatory Note: In case of merger/amalgamation/transfer of business/transfer of assets etc. of a bidding firm affects the bid condition relating to Turnover in preceding years, the eligibility of a bidder in this regard shall be ascertained by the Tender Committee on the basis of the relevant statutory documents submitted along

with the bid and the decision of the Tender Committee shall be final and binding.

C. Work Experience

- i. The Bidder should have minimum 3 (Three) years of experience in doing catering service to any organization.

D. Debarment and Blacklisting

- i. Bidder is not eligible to participate for bidding which is blacklisted or debarred by any State/UT Government /Central Government / other Govt. Procurement Agencies

3. PREPARATION AND SUBMISSION OF BID

A. Techno-commercial Bid

- i. Bidders are required to submit the bid at the office of the Tender Inviting Authority as per schedule mentioned above.
- ii. EMD shall be @ Rs 10,000/-. Without EMD, a bid will not be considered at all. In case of EMD, Online Payment Procedure is to be followed as mentioned above.
- iii. Documentary evidence regarding constitution of the bidding firm such as Certificate of Incorporation, Memorandum& Articles of Association, Partnership Deed etc. with details like Name, Address, Telephone Number, Fax Number, E-mail Address of the firm with names of the Managing Director / Partners / Proprietor.
- iv. Attested photocopy of Copy of the Contract having minimum 3 (Three) years of experience in providing catering service to any organization.
- v. Attested photocopy of instruments such as Power of Attorney, Resolution of Board, etc., authorizing an officer of the bidding firm to submit the bid on their behalf should be enclosed along with the Bid. Such power of attorney holder is only authorized to sign and submit the bid documents.
- vi. Authorization Letter nominating an officer of the Bidder to transact the business with AMSCL, ASSAM, if the officer is different from the above Para, shall also be enclosed.
- vii. Annual Turnover Certificate in last 3 (three) financial years i.e., 2020-21, 2021-22 & 2022-23 in the format as given in Annexure-III and duly certified by the Auditor/Chartered Accountant.
- viii. Copy of the GST Registration Certificate, PAN Card, FASSAI license shall be submitted along with the bid.
- ix. Undertaking on fraud and corruption in the format at Annexure V.
- x. The RFP document serially numbered sealed and signed by the Bidder or by duly authorized power of attorney holder in all pages with office seal.
- xi. A Checklist (Annexure-VI) for the list of documents enclosed with

their page number. The documents should be serially arranged as per this Annexure and should be securely tied or bound.

4. EVALUATION, SELECTION & ACCEPTANCE OF RFP

A. Bid Opening

- i. Bids shall be opened on the prescribed date and time.
- ii. All bidders (or their authorized representatives) are entitled to be present on the date and time of opening of Bid submitted by them.
- iii. Conditional bids shall be summarily rejected.

B. Bid Evaluation.

- i. RFPs will be evaluated with reference to technical and commercial parameters to determine the technically qualified bidders.
- ii. The selected bidder shall also commit contractually to furnish performance security of Rs. 10000/- (Rupees Ten Thousand only) as per MOM, within 15 days of receipt of the Purchase Order. If Performance Security is not submitted within the stipulated time period, then penal provisions will be invoked. STARTUPS registered in Assam and has obtained My Assam STARTUP ID (MASI) will get 50% waiver in payment of Security Deposit.

C. Right to Reject RFP

- i. Tender Inviting Authority reserves the right to accept the RFP or to reject the RFP at any point of time without assigning any reason.

D. Conditional Bid

- i. Conditions like; "SUBJECT TO AVAILABILITY" etc., will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected.

5. TERMS & CONDITIONS

A. Terms of Reference

- i. The Catering service provider must have valid FASSAI license.
- ii. The Catering service provider shall provide the food as per the set menu.
- iii. Understanding the needs and expectations of interested parties including stake holders.
- iv. The proposal should include all the expenses including GST.
- v. Initial engagement period of appointment will be for one year for the FY2023-24. Based on the satisfactory performance, the tenure may be further extended for another one year.

B. Payment, Penalty and Dispute Resolution

- i. The proposal should include price inclusive of GST in Indian Rupees only, for the entire scope of work covered under the Terms of Reference on a firm price basis valid till the complete execution of the assignment. The Contract price and the scope of work also include any services, etc. which is not specifically identified but are required for completion of the assignment.
- ii. All payments would be claimed by the Firm from AMSCL on being due, and would be accepted for payment by Competent Authority of AMSCL based on the satisfactory completion of the work. The consultancy firm shall raise invoice after successful completion of work as per the work order. AMSCL shall make payment on receipt of such invoice in triplicate.

C. Liquidated Damages & Penalty

- i. If the Agency fails to execute the order, a penalty of Rs.1000/- (Rupees one thousand) will be imposed per order. After arriving at maximum penalty of two (2) consecutive times contracting entity (i.e. Client) may terminate the contract with forfeiture of PBG.

D. Termination

- i. The contract can be terminated at any point of time prior to its completion by either of the parties with 60 days of notice period without assigning any reason thereof.
- ii. The Client may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
 - a. Shall specify the nature of failure, and
 - b. Shall request remedy of such failure within a period not

exceeding 15 days after the receipt of such notice.

- iii. The Authority after giving 60 days' clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (a) to (b), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.
 - a. If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Government have subsequently approve in writing.
 - b. If the service provider becomes insolvent or bankrupt.
 - c. If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of 2 consecutive orders: or
 - d. If in the judgment of the Government, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

E. Debarment/Blacklisting for failure in execution of the Contract

- i. In case of non-execution /non-performance of contract, AMSCL may debar/ blacklist the Service Provider for a period 3 years.

F. Security Deposit

- i. The agency within 15 working days from date of receipt of the Purchase Order shall submit Security Deposit of Rs. 10000/- (Rupees ten thousand) in the form of either.
 - a) Irrevocable Bank Guarantee from any Indian Schedule Bank in favour of "ASSAM MEDICAL SERVICES CORPORATION LTD". Bank Guarantee confirmation to be sent through SFMS to HDFC Bank (IFSC: HDFC0000264, Currency Chest Building, Subham Buildwell Compound, Guwahati -781005) (Such Bank Guarantee shall be valid for a period of 26 months from the date of Purchase Order)
 - b) Deposit through online mode (A/C no. 50100516234601, HDFC Bank, HDFC0009584)
 - c) Fixed Deposit from any Indian Schedule Bank with lien marked in favour of "ASSAM MEDICAL SERVICES CORPORATION LTD"
- ii. If the agency fails to execute the order or fails to perform the contract, the said Performance Security submitted will be enchased and the amount will be forfeited as per agreement, in addition to other penal actions.

G. Force Majeure

- i. The above conditions of are subject to force majeure conditions which are beyond the control of the Service Provider or does not involve fault or negligence of the Service Provider and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the Service Provider the time period of supply may be extended by the Tender Inviting Authority/Client at its discretion for such period as may be considered reasonable.

H. Fraud& Corruption:

- i. The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices:
 - a) "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, anything of value to influence the action of an official in the procurement process or in contract execution.
 - b) "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
 - c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive level.
 - d) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
- ii. During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practices are detected at any subsequent stage or during execution of the contract, the RFP Inviting Authority will reserve the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

I. Arbitration

- i. Any dispute arising out of or during execution of the contract shall be settled mutually. In the event, no amicable resolution or settlement is reached within a period of 45 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amended Act 2015).
- ii. Arbitration shall be held in Guwahati, Assam. The proceedings of the arbitration shall be in the English language. The Arbitrator's award shall be final and binding on the parties.

33

ANNEXURE I-A

UNDERTAKING
(IN NON-JUDICIAL STAMP PAPER ONLY)

To

The Managing Director,
AMSCL,
Assam

RFP No. _____

Sir,

- 1) With reference to your RFP No: for Engagement Catering Service at AMSCL for the Financial Year 2023-24, I/we wish to apply for the engagement and the particulars enclosed as per Annexure-A.
- 2) Further, I/we hereby certify that: I/we have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me/us and I/ we have not taken any deviation to any clause.
- 3) I/we further confirm that any deviation to any clause of Tender found anywhere in the bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to AMSCL
- 4) Further, it is to confirm that our offer shall remain valid for acceptance for a period of 180 days from date of opening of bids.

Yours Faithfully,

[Signature and Details of the Applicant/Authorized Representative]

Name of the Authorized Signatory:

Designation:

Contact Details: Mobile:.....Email:

32

ANNEXURE I-B

UNDERTAKING

(IN NON-JUDICIAL STAMP PAPER ONLY)

To

The Managing Director,
AMSCL,
Assam

RFP No. _____

We..... do hereby
declare that presently we do not stand blacklisted by any Central or State
Government or Public Sector organization or debarred from participating in tender
of such organization and are therefore eligible to participate in AMSCL RFP
No..... Date.....

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE-II

DECLARATION

I / We M/s _____ represented by its Authorized Signatory/ Proprietor / Managing Director / Partner having its Registered office at _____ and do declare that I / We have carefully read all the conditions of RFP in Ref no. _____ Dated _____ for floated by the MD, AMSCL, Govt. of Assam and accept all the conditions of the RFP.

I / We declare that we possess the valid licenses as issued by the Competent Authority and complies and continue to comply with the conditions made there under.

I / We agree that the Tender Inviting Authority forfeiting the Earnest Money Deposit and or security Deposit and blacklisting me/us for a period of 3 years, if any information furnished by us proved to be false at the time of inspection and not complying the conditions as per the certification.

SIGNATURE :
NAME & DESIGNATION :
DATE :
NAME & ADDRESS OF THE FIRM :

ANNEXURE-III

ANNUAL TURNOVER STATEMENT OF THE BIDDER

(Should be certified by Auditor / Chartered Accountant with full name and UDIN)

The Annual Turnover of M/s _____
for the past three financial years are given below and certified that the
statement are true and correct.

Sl No.	Financial Year.	Turnover (Rs) in Lakhs
1.		
2.		
3.		
Total -		Rs. _____
Lakhs		
Avg. -		Rs. _____
Lakhs		

Date :

Seal :

Signature of Auditor / Chartered
Accountant
(Name in Capital Letters)
UDIN

PERFORMANCE STATEMENT

RFP No:

S.No.	Name and Address of the Client	Value of Contract Number	Duration of the Contract	
			From	To
1				
2				

(Please use additional sheets if required)

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

UNDERTAKING ON FRAUD & CORRUPTION
(IN NON-JUDICIAL STAMP PAPER ONLY)

We do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of _____ under RFP reference no we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

CHECK LIST

Sl.	Cover A	YES	No	PAGE No.
1	Court Fee Stamp/IPO affixed			
2	EMD and RFP fee (online only) details to be enclosed with the hard copy of the technical bid			
3	Documentary evidence for the Catering Service provider			
4	Attested photocopy of Copy of Contracts for providing similar services in last three financial year			
5	The instruments such as Power of Attorney, Resolution of Board etc. & Authorization Letter (where applicable)			
6	Annual Turnover Statement for last 3 years as per Annexure-III & Financial Statements (FY 2020-21, 2021-22 & 2022-23) certified by CA with UDIN along with Profit & loss certificate & balance sheet of those correspondence year			
7	Performance Statement as per Annexure-IV and along with documentary evidence.			
9	Copy of Permanent Account Number, GST Registration & FASSAI license.			
10	Undertaking on Fraud & Corruption as per Annexure VI (in NON-JUDICIAL stamp paper only)			
11	Financial Proposal as per Annexure VII			
11	Signature & seal on all pages of the RFP Document			

SIGNATURE :
NAME & DESIGNATION :
DATE :
NAME & ADDRESS OF THE FIRM :

FINANCIAL PROPOSAL FORM

To

The Managing Director,
AMSCL,
Assam

RFP No. _____

ANNEXURE A				
LUNCH (Executive)				
SL. NO	TYPE	ITEMS	QUOTED RATE (IN RS.)	
			UNIT	Rs.
1	Veg Thali	Plain Rice, Butter Naan/ Masala Khulcha, Yellow Dal, Mixed Veg, Kashmiri Aloo Dum/ Kadhai Mushroom, Paneer Butter Masala, Salad, Papad, Chutney/ Achaar, Dessert, Sealed Water with Dispenser.	1	
2	Delux Veg Thali	Plain Rice, Veg Pulao/ Jeera Rice, Butter Naan/ Masala Khulcha, Yellow Dal Fry, Dal Makhani, Mixed Veg, Kashmiri Aloo Dum, Paneer Butter Masala, Veg Kofta, Salad, Papad, Green Chutney/ Achaar, Dessert (2) items, Sealed Water with Dispenser.	1	
3	Non Veg Thali	Plain Rice, Jeera Rice/ Veg Pulao, Butter Naan/ Masala Khulcha, Yellow Dal Fry, Mixed Veg, Paneer Butter Masala/ Kadhai Mushroom, Chicken Butter Masala, Fish Curry, Salad, Papad, Green Chutney/ Achaar, Dessert, Sealed Water with Dispenser.	1	
4	Delux Non Veg Thali	Paneer Pakora, Fish Finger/ Chicken Dry Fry, Veg Pulao/Jeera Rice, Plain Rice, Butter Naan/ Masala Khulcha, Yellow Dal, Mixed Veg, Kadhai Mushroom, Paneer Butter Masala/ Paneer Korma, Chicken Butter Masala/ Chicken Curry/Chicken Korma, Mutton Curry/ Kadhai Mutton, Green Chutney/ Achaar, Salad, Papad, Dessert (2 items), Sealed Water with Dispenser.	1	

ANNEXURE B				
BREAKFAST				
SL. NO	TYPE	ITEMS	QUOTED RATE (IN RS.)	
			UNIT	Rs.
1	A	Tea/Coffee, Puri Sabji/ Aloo Paratha ith Curd/ Chole Bhature, Fresh Cut Fruit/ One whole Fruit, Dry Fruits (25gms), Desert, Sealed Water Bottel (Kinley/ Bailey)	1	
2	B	Tea/ Coffee, Veg Sandwich/ Cheese Sandwich, Boiled Egg/ Scrambled Egg, Fresh Cut Fruit/ One whole Fruit, Dry Fruits (25gms), Desert, Sealed Water Bottel (Kinley/ Bailey)	1	
3	C	Tea/ Coffee, Veg Cutlet/ Dhokla, Muffin/ Cake, Fresh Cut Fruit/ One whole Fruit, Dry Fruits (25gms), Desert, Sealed Water Bottel (Kinley/ Bailey)	1	
4	D	Tea/ Coffee, Masala Dosa/Idli/ Pao Bhaji, Muffin/ Cake, Fresh Cut Fruit/ One whole Fruit, Dry Fruits (25gms), Desert, Sealed Water Bottel (Kinley/ Bailey)	1	
5	E	Tea/ Coffee, Curd, Chira, Gur, Fresh Cut Fruit/ Whole Fruit, Desert, Sealed Water Bottel (Kinley/ Bailey)	1	

N.B

1. All-inclusive Lump sum fee for the entire scope of work covered under the Terms of Reference on a Firm price basis (with no escalation provision for whatever reason) valid till the complete execution of the assignment.

SIGNATURE :
 NAME & DESIGNATION :
 DATE :
 NAME & ADDRESS OF THE FIRM :