

All India Institute of Medical Sciences, Rishikesh

**Veerbhadr Marg, Pashulok,
Rishikesh- 249203**



DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Rishikesh, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorised officers of AIIMS, Rishikesh with the selected bidder/firm/agency.

Notice Inviting Tender
For
“Ten Year Rate Contract for Outsourcing of Dietary Services
At
All India Institute of Medical Sciences, Rishikesh

CRITICAL DATE SHEET

Published Date	
Bid Document Download/ Sale start Date	
Clarification start Date	
Clarification End Date	
Pre bid Meeting	
Bid Submission Start Date	
Bid Submission End Date	
Bid Opening Date	
Tender document Cost	Exempted as per GFR- 2017
EMD cost	18,00,000/-

1. NOTICE INVITING TENDER

1. Online bids are invited on single stage two bid system from Reputed, Eligible and Qualified Tenderer agencies to enter into Annual rate contract for Outsourcing of Food Services for **IPD & other Staff**. **Manual bids shall not be accepted.**
2. Tender document may be downloaded from AIIMS, Rishikesh website **Tender documents may be downloaded from institute's web site www.aiimsrishikesh.edu.in** (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>
3. Bid shall be submitted online at CPPP website:
<https://eprocure.gov.in/eprocure/app>.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Tenderer who has downloaded the tender from the **AIIMS, Rishikesh website www.aiimsrishikesh.edu.in** and Central Public Procurement Portal (CPPPP) e-Procurement website <https://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Rishikesh.

General Terms and Conditions:

1. **Manual bid shall not be accepted in any circumstance.**
2. The complete bidding process in online bidding, Bidder should be possession of valid Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
3. **Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.**
4. **Quotations/Bid should be valid for 180 days** from the tender due date i.e. tender opening date. The bidder should clearly indicate the period of delivery & warranty terms etc. whichever is applicable
5. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> on Store office at AIIMS Rishikesh Premises at the time of bid opening.
6. **AIIMS Rishikesh reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.**
7. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> in Stores office at AIIMS Rishikesh Premises at the time of bid opening.

Seal and Signature of the Bidder

(i) Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the scrutiny of the tender.

(ii). No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.

8. Tenderer to submit the scanned Copies of original documents (with technical bid) defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.

NIT No.: AIIMS/Rish/Food Services/2019/

9. The competent authority reserves all rights to reject the service if the same are not found in accordance with the required description / quality.

10. All the rates should be mentioned in Indian National Currency (INR) only. The rates quoted in foreign currency will not be entertained in this tender enquiry & such quotations will be cancelled straightway

11. Rates quoted should be inclusive of all applicable taxes etc. at FOR AIIMS Rishikesh. Tenderer must mention taxes/duties clearly.

12. The delivery of the items will have to be made at AIIMS, Rishikesh. No transportation/cartridge charges will be provided for the same.

13. Delivery of material should be made on working days from 9.00 AM to 4.30PM (Monday to Friday) and Saturday 9:00AM to 12:30 PM only.

14. Unloading of material will be arranged by supplier.

15. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration and GST.

16. The quotations should be given for the items in the same order as in the tender document.

17. This is a Rate contract hence actual quantity may vary as per demand of the Institute at the time of placement of order.

18. The Vendor must be able to provide the product / items within specified time period as prescribed in the Purchase Order. Failing which the EMD will be forfeited. Furthermore, on completion of the stipulated time period, Purchase Order may be cancelled and award may be given to another qualified bidder in negotiated terms & conditions.

19. All disputes shall be subject to Rishikesh Jurisdiction only.

20. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.

21. In the event of any dispute or difference(s) between the AIIMS Rishikesh and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the concerned authority of AIIMS Rishikesh who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.

22. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender, failing which the tender will not be considered.

23. AIIMS Rishikesh reserves the rights to accept/reject any offer in full or in part or accept any offer other than the lowest offer without assigning any

Seal and Signature of the Bidder

reason thereof. Any offer containing incorrect and incomplete information shall be liable for rejection.

24. In case the supplier requires any elucidation regarding the tender document, they are requested to contact to the TENDER office, AIIMS Rishikesh through e-mail tender@aiimsrishikesh.edu.in on or before __/__/2019 at 3:00 PM and Earnest Money Deposit (EMD) in form of demand draft Pay Order of ₹ 10,00,000/- towards refundable EMD from a Schedule bank in favour of “**All India Institute of Medical Sciences, Rishikesh**” payable at Rishikesh and scanned image to be uploaded with technical bid. The demand draft should be valid for 90 days (Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India). Without the EMD the bid will not be considered. The EMD of the successful bidder will be returned to them without any interest after completing the successful execution of Agreement. The earnest money of unsuccessful bidders will be returned to them without any interest after awarding the offer.

II. Other Terms and Conditions

Earnest Money

S. No.	Name of Item	EMD
1.	Rate contract for Outsourcing of Food services for IPD in Hospital	Rs. 10,00,000/-

Earnest money (i.e. ₹ 10,00,000) by means of a Bank Demand Draft/ FD, a scanned copy to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FD may be prepared in the name of "All India Institute of Medical Sciences, Rishikesh (AIIMS RISHIKESH)". The EMD cost must reach at Tender office at **AIIMS, Rishikesh** before opening of tender.

(i) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Rishikesh in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

(ii) Tenders without Earnest Money or Tender cost will be summarily rejected.

(iii) No claim shall lie against the AIIMS Rishikesh in respect of erosion in the value or interest on the amount of EMD.

Seal and Signature of the Bidder

(iv) If MSE firm is registered with following agencies for tendered item then they are exempted for submission of EMD.

- a. District Industries Centres.
- b. Khadi & Village Industries commission.
- c. Khadi & Village Industries Board.
- d. Coir Board.
- e. Small Industries Corporation (NSIC).
- f. Directorate of handicraft & Handlooms.
- g. Any other body specified by Ministry of MSME (Ministry of Micro, Small & Medium Enterprises).

If MSE's who are interested in availing these benefits will have to attach with their offer the proof of their beings MSE's registered with any of the above mentioned agencies.

(v) The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.

(vi) EMD should remain valid for a period of 45 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.

2. Experience: Tenderer must provide evidence of having similar services experience in government hospital / reputed private hospital organizations in India for similar nature of services. **experience minimum Rs. 5 Crore Item for minimum is completed in one year in the last three years i.e.2016-17, 2017-18, 2018-19.**

Note: The tenderer should have been in such business in hospital (minimum 300 beds hospital) for a period of at least 3 years in the country in rotation of the dietary service for experience which the quotation / tenders is submitted. The vendor should give a declaration to this effect on a non-judicial stamp paper

3. Turnover: The firm should be registered and the bidder should have the average annual turnover of minimum **Rs. 25 Crore** for in the last three financial years i.e. 2016-17, 2017-18, 2018-2019. Copies of authenticated balance sheet for the last three financial years should be submitted.

4. A) To meet the Eligibility and Essential Qualification Criteria, the Bidders should possess and furnish the following documents:

- 1) License Food Safety and Standards Authority of India (FSSAI)
- 2) Accredited ISO: 22000 (Food Safety Management System) Certificate
- 3) Accredited ISO: 9001: 2008 Certificate
- 4) GST Registration Certificate Form 26AS

Seal and Signature of the Bidder

B) To meet the Eligibility and Essential Qualification Criteria, the Bidders should furnish the following as per Bidding Document:

- 1) Required Bid Security (Amount, validity etc.)/ Exemption documents uploaded and hard copy of original furnished by due date & time.
- 2) Tender Acceptance Form (signed & stamped).

C) The Bidders are required to have upload the above documents as mentioned in para 2 to 4 them along with the Techno-commercial Bid, to meet the Eligibility and Essential Qualification Criteria, failing which their bids shall be summarily rejected and will not be considered further for evaluation.

5. Annual Rate Revision

a) The Basic rates quoted are fixed. GST as per actual will be applicable and paid extra

b) Rate Revision of contracted basic rate will be considered for revision on annual basis from the date of Contract, as per the following formula:

1. 50% weightage for monthly Wholesale Price Index (WPI) of “All Commodities” and
2. 50% weightage for monthly Wholesale Price Index(WPI) for “Food Articles”
3. These indices will be taken from the Website of Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP) i.e.:
<http://eaindustry.nic.in/home.asp>

6. Signing of Tender:

All the duly filled/completed pages of the tender should be given serial /page number on each page and signed. The individual signing the tender or other documents connected with contract must specify whether he sign as:

- a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
- b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

7. N.B.

In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(i). In the case of partnerships firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related document must be signed by all partners of the firm.

(ii). A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, AIIMS, Rishikesh may without prejudice, cancel the contract and hold the signatory

liable for all costs, consequences and damages under the civil and criminal remedies available.

iii. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.**

8. Pre-Qualification Criteria:

a. Bidders should be the manufacturer / authorized dealer. Letter of Authorization from Manufacturer on the same and specific to the tender should be enclosed.

9. Performance Guarantee Bond:

(a). The successful bidder shall have to submit a performance guarantee (PG) within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PG beyond 30- days band up to 60 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a panel interest of 15% per annum shall be charged for the delay beyond 30 days. i.e. 31st day after the date of issue of LOA. In case of the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Guarantee Bond is mandatory.

(b). Successful supplier/firm should submit performance guarantee as prescribed in favour of **“AIIMS, Rishikesh”** and to be received in the Tender office before the date of commencement of supply or 30 days from the date of acceptance of the purchase order, whichever is earlier. The performance guarantee bond to be furnished in the form (as per form C) of Bank Guarantee as per given Proforma of the tender documents, for an amount covering 10% of the contract value (Annual).

(c). The Performance Guarantee should be established in favour of **“AIIMS Rishikesh”** through any Schedule Bank with a clause to enforce the same on their local branch at Rishikesh.

d. Validity of the performance guarantee bond shall be for a period of 60 days beyond entire contract period.

10. Penalty:

If the supplier fails to deliver and place any or all the items or perform the service by the specified date as mention in purchase/work order, penalty at the rate of 0.5% per week of the delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted.

Validity of the bids:

The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.

12. Right of Acceptance:

AIIMS, Rishikesh reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Rishikesh also reserves the rights to accept all the items in the given tender or only part of it in any given schedule without assigning any reason.

13. Communication of Acceptance:

AIIMS, Rishikesh reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding.

14. Expiry Period:

Items which are mentioned in Annexure- I should have a minimum expiry of 1 year from the date of supply.

15. Duration of Contract:

The duration of Rate Contract for Catering Services shall be **Ten year**, which may be extendable for another **Five year** by mutually agreed demand by Director AIIMS, Rishikesh.

16. Force Majeure:

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Rishikesh party may, at least option to terminate the contract.

17. Insolvency etc.:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the

case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Rishikesh shall have the power to terminate the contract without any prior notice.

18. Breach of Terms and Conditions

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order / job without assigning any reasons thereof and nothing will be payable by AIIMS, Rishikesh. In that event the security deposit shall also stand forfeited.

19. Arbitration:

If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Director, AIIMS, Rishikesh to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Director, AIIMS, Rishikesh. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

20. Right to call upon information regarding status of work:

The AIIMS, Rishikesh will have the right to call upon information regarding status of work/job at any point of time.

21. Information and Documents related to awarding qualification points

1. Qualification Points will be calculated as per Criteria and Weightages of 70 points as tabulated below:

Sr. No.	Criteria Sub-Criteria	Weightage		Marking Methodology
		Criteria Total	Sub-criteria	
1	Past experience of the service provider in catering services	35 points		
	a) Number of each Contracts (annual turnover of Rs. 2 Crore and above) in India in last 3 Financial years		15 points	Each contract gets 5 points (max 3 contracts required)

	b) Total annual Turnover in India of Contracts (annual turnover of Rs. 2 Crore and above) in last 5 Financial years		13 points	Each contract gets 5 points (max 3 contracts required)
	c) The largest turnover contract in India in last 5 years		7 points	Highest figure will get full points and rest on pro-rata basis
2	Methodology	27 Points		
	a) State – of – the – art Technology and automation in kitchen in preparation, Hygiene, control mechanism, etc.		17 Points	Based on Methodology write up given by bidders the evaluation will be done. If required, the bidders may be asked to give presentation.
	b) State – of – the – art Technology and automation kitchen in serving, Hygiene, quality control mechanism, Cash collection automation (card), in staff of kitchen linking code of ID card, digital display boards regarding availability of items, self-billing machines etc.		10 Points	AIIMS Rishikesh reserves the right to visit any of its premises where he is executing the Catering Services Contract. Based on these and comparative analysis, points will be awarded.
3	Qualification and relevant experience of key person (senior most) who will be posted in AIIMS Rishikesh on full time basis. Note: The key person cannot be changed during the currency of contract. In unavoidable circumstances it to be replaced by equivalent or better person with the prior consent of AIIMS Rishikesh.	8 Points		
	a) Educational Qualification of key Person		3 Points	Graduate in Hotel Management/Food Science (or relevant field) & MBA - 3 Points. Graduate in Hotel Management/Food Science (or relevant field) or MBA - 2 Points. Post-Graduate, but not in relevant field - 1 Point.

	b) Specialized Qualification of key person related to catering Services		3 points	Post - Graduation in field - 3 Points. Graduation in relevant field - 2 Points. Diploma (1 Year and above) in relevant field - 1 Point.
	c) Experience of key person in managing catering services.		2 Points	12 years or more - 2 Points 8 to upto 12 years - 1.5 Points. 5 to upto 8 years - 1 Points. Less than 5 years - 0 Point.

Table 1

2. Bidders are required to give write-up in view of above along with relevant documents for doing Technical Evaluation and giving them Quality points and upload along with their Bid as mentioned in Other terms and conditions as mentioned above.
3. For Points 1 (a) to (c) of above table, the Bidders can give details in "Past Performance Statement" Format as per Other terms and conditions as mentioned above. The following supporting documents relating to all contracts above Rs. 2 Crores held by them during financial years 2015-16, 2016-17 & 2017-18:
 - a) Scanned Contract copies,
 - b) Scanned coloured satisfactory Performance Certificates
 - c) Annual Turnover of years 2015-16, 2016-17 & 2017-18 against each contract to be certified by CA. In cases where the period of contract is less than a Financial Year, the Average Annual Turnover of that contract may be calculated by annual turnover divided by period of the contract.
4. Bidders have to certify in "Past Performance Statement" that all contracts Above Rs. 2 Crores held during financial years 2015-16, 2016-17 & 2017-18 has been included "Performance Statement" Format.
5. For point no. 2(a) & (b), if Purchase can ask Bidder to give presentations. AIIMS Rishikesh reserves the right to visit any of its premises where he is executing the Catering Services Contract.

22. Evaluation of services and Termination for Default

- a). AIIMS Rishikesh reserves the right to appraise and evaluate the operations of the Contractor/Service Provider, inspect and evaluate the operations and condition of the food service facilities with respect to the quantity and quality of food sold and served, the methods of service, freshness of food and raw material, the prices, the hours of meal service, and the safety, sanitation, and maintenance of the areas where the services are provided.

b). AIIMS Rishikesh reserves the right to check the food quality of items prepared in the kitchen at any time and to take the samples in the presence of representatives of Contractor/Service Provider and get it tested from Government approved Laboratories for Microbiology/Adulterant testing of raw food, cooked food, etc. regularly to maintain hygiene standards. In case the quality is found unsatisfactory and after repeated warnings the Service Provider / Contractor is not providing good quality hygienic food as per contract, the contract will be terminated and Performance Security shall be forfeited.

c). In case of any foreign particle like hair, insect, worm, stones, metal etc. are found in food, AIIMS Rishikesh shall ascertain the reason and if fault of the contractor/service provider found, it shall be penalized with a penalty of Rs. 10,000/- (min.) per occurrence depending on the severity. On repetitions of such incidences responsible persons may be terminated and the contract may be cancelled.

23. Timely starting of Catering Services, Penalty and Termination for Default

a) The Catering Services at each of the locations as per Scope of Work is given in Section IV, should start within 90 days from the date of award of contract or handing over, whichever is later. In case of delay in services, penalty of Rs. 10,000/- per month of delay will be imposed.

b) In case it is found that after repeated warning, the Service Provider/ Contractor is not providing good quality hygienic food, are not abiding any of the clause of contract the contract will be terminated and Performance Security shall be forfeited.

24. Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Rishikesh, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

25. Fall Clause:

1. Prices charged for supplies of the above items by the supplier should in no event exceed the lowest prices at which he offers to sell or sells the stores of identical description to any other Govt. Medical Institutes/State Government/DGS&D /Public Undertaking during the period of the contract.

2. If at any time during the period of contract, the prices of tendered items are reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.

3. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt. /DGS&D and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable the items supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction / specifications specified in the Purchase order and demonstrate at their own cost.

26. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Rishikesh, Uttarakhand and all obligations hereunder shall be deemed to be located at Rishikesh, Uttarakhand and Court within Rishikesh, Uttarakhand will have Jurisdiction to the exclusion of other courts.

27. Quantity:

This is rate contract hence it may be varied (Increase/Decrease) as per demand of institute at the time of placing the order.

28. IMPORTANT POINTS FOR QUOTING PRICES: The Bidder should also keep following points in mind during offering his price quotation against this online Tender Enquiry:

(i) Bidder will quote firm rates inclusive of all Taxes & expenditure up to F.O.R. to AIIMS Rishikesh basis. Rates should be according to a unit e.g. cost per unit (as asked in the Schedule of Requirement i.e. Kg/Ltr/Vial/Each/Kit/Item etc. which so ever applicable with clearly mentioning its pack size, preferably as per asked pack size) and not in any other form. Quoting of rates in variation to the prescribed unit will authorize the Competent Authority to cancel the quotation without any information to the bidder.

(ii) No item should be quoted with price more than the M.R.P. The prices should be quoted strictly in accordance with unit/quantity mentioned in the Financial Bid format.

29. Transit risk on firms account.

30. Other Branded packed food like of Amul, Haldiram, Nestle or company approved by M.S. and committee Member can be sold on MRP.

Products used in preparation of food like

- Cooking Oil (Saffola, Dhara, Fortune or company approved under FSSAI Guidelines or by MS and Committee Member)
- Flour (Ashirwad, Pillsbury or company approved under FSSAI Guidelines or by MS and Committee Member)
- Rice (HMT, Dubraj or company approved under FSSAI Guidelines or by MS and Committee Member)

- Dal (Packed polished Dal only or approved under FSSAI Guidelines or by MS and Committee Member)
- Masala (MDH, Everest, Ramdev or company approved under FSSAI Guidelines or by MS and Committee Member)
- Salt (Tata, ITC or company approved under FSSAI Guidelines or by MS and Committee Member)

Any other products or raw product which the successful vendor wants to use needs to take prior approval for Medical Superintendent or appropriate authority).

Other conditions:

1. The vendor needs to hire kitchen dietician (as per 1 dietician for 75 patients) for monitoring and regulating of diet prescribed by the institute dietician.
2. Space for kitchen will be provided by the institute.
3. Electricity bill will be borne by the vender only after installation of the sub meter by the institute and it is to be paid as per actual.
4. Alteration in the rate and addition of items will only be possible with the permission of MS and committee members.
5. RO water source of water as per the requirement of the Kitchen and IPD is to be installed by the successful vendor and shall be used in cooking/drinking.
6. Installation of modular storage system is to be installed by the successful vendor.
7. High Capacity ACs to be installed by the successful vendor at the Kitchen & restaurant area. Serving of diet to IP patient will be permissible only after testing approval from institute dietician/ Kitchen Dietician or competent authority.
8. Payment to the contractor will be done on actual diet verified by the institute dietician.
9. Vendor to install High Definition resolution CCTV Camera inside the Kitchen area in optimum quantity.
10. Vendor shall assure that no effect will be rendered on dietary services in case of any breakdown in the machinery.
11. Vendor shall assure that no employee of his shall use the kitchen area or hospital premises for accommodation or sleeping purpose.

GENERAL CONDITIONS OF CONTRACT
(Annexure to Agreement)

The important Terms and Conditions for the dietary services in AIIMS, Rishikesh is listed below for convenience.

Terms & Conditions

1. Tenderer to quote the price for the Basic Regular diet in Rupees per plate (per patient per day) only. The rate quoted by the vendor for the Regular diet shall be considered in proportion for the other diets as under:

Sr. No.	Diet	Rate Proportion
1.	Regular Diet 2000 Kcal , Diabetic diet, Hypertension diet, Therapeutic diet	100%
2.	Regular Diet 2500 Kcal	125%
3.	Regular Diet 3000 Kcal, Enteral feeds (2000-2500ml)	150%
4.	Liquid diet (Full strength/Volume 1800 ml), Semi Solid/Soft Diet	75%
5.	Liquid Diet (Half Strength/ clear liquid- 1800 ml)	50%

Illustration:

Let's assume that the price quoted by the vendor for the regular diet is Rs. 200/- (incl. of all taxes) then

(a) the price considered for Regular diet 2000 Kcal shall be reckoned as
Rs. 200 x 100% = Rs. 200/- incl. of all taxes

(b) the price considered for Liquid diet (clear liquid) shall be reckoned as
Rs. 200 x 50% = Rs. 100/- incl. of all taxes

(c) the price considered for Regular diet 2500 Kcal shall be reckoned as
Rs. 200 x 125% = Rs. 250/- incl. of all taxes

(d) the price considered for Semi solid diet shall be reckoned as
Rs. 200 x 75% = Rs. 150/- incl. of all taxes

... and so on.

The no. of beds in AIIMS Rishikesh is 960 Beds with occupancy ratio around 70% (approx.)

Total No. of ICU Beds is around 100 Beds (out of 960 beds).

Seal and Signature of the Bidder

Sr. No.	Diet	General proportion of distribution of diet
1	Regular Diet 2000 Kcal	60%
2	Enteral feeds/liquid diet (both)	15%
3	Therapeutic diet i.e. Diabetic, Hypertension diets etc.	20%
4	All other diets (not covered above)	05%
	Total	100%

Note: AIIMS Rishikesh does not guarantee over the occupancy ratio and distribution of diet ratio. The above proportion figure is based on common experience. The vendor is advised to assess over on their own and quote the price.

AIIMS Rishikesh does not assure payment of any minimum cost.

The menu of Regular Diet 2000 Kcal & other diets is given at Annexure B.

3. Additional plates may be asked by management in SOS condition.
4. Surprise visit to the premises where it is running the dietary services with Kitchen by the representatives of the institute (or committee) shall be made to assess vendor capacity and standing.
5. The Vendor should give a certificate that the firm has not been blacklisted in the past by any Government/Semi-govt./ Semi Govt. / private institution.
6. The vendor has to give an affidavit on a Non –judicial paper that there is no vigilance / CBI case pending against the firm/ supplier.
7. If the tenderer gives a false statement on any of the above information, the firm / supplier will not be considered and their quotation shall be deemed to be rejected and security deposit will be forfeited. Administrative action will be initiated.
8. Rates quoted should be valid for 180 days from the date of opening of tender for its finalization.
9. The AIIMS, Rishikesh shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
10. The Director, AIIMS, Rishikesh reserves the right to cancel/reject full or any part of the tender which do not fulfil the conditions stipulated in the tender.

11. Tenderers submitting tenders would be considered and accepted all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.

12. The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement. Any action on the part of the tendered to influence anybody in the said Centre /Institute will be taken as an offence, he will not be allowed to participate in the tender enquiry and their offer will not be considered. Vendor should have food license and Gumasta from Nagar Nigam to participate.

PROCESSES TO BE UNDERTAKEN BY THE VENDOR FOR DIETARY SERVICES **Operational**

1. Time schedule & Menu planning, preparation and cooking of the normal diet, Therapeutic diet and Enteral feeds in hospital (AIIMS, Rishikesh) kitchen as per the instructions of the Diet- In-charge. The preparation of various diets will be under direct supervision of the Institute's dietician.

2. All type of nutritional supplements (for all types of patients including RT feed) shall be provided by the contractor.

3. It will be the responsibility of the vendor for transportation of the prepared diet to the patient according to specific requirement, in a covered hot trolley and sufficient numbers of trolley should be arranged by the vendor

5. Microwave resistant utensils preferably steel covered plates should be used for indoor patient.

6. Contractor will be responsible for collection, washing and cleaning with safe & standard quality of cleaning material, of the serving trays / utensil/ bottles etc. (in case of non-disposable).

7. The vendor will be responsible for safe disposal of the leftover food/ vegetable peels/ and other kitchen garbage as per the prevailing norms of the **Nagar Nigam , Rishikesh.**

8. The vendor shall be responsible for providing food to patients in emergency as per instructions of dietary in-charge at times other than specified timings in the diet schedule including night (example when patients go for some test or investigations).

9. The vendor will be responsible for entire cleanliness of kitchen and hygiene of staff deployed by the vendor.

10. If disposables are used in any step of dietary service, they should be disposed of, as per Rishikesh **Nagar Nigam** requirement from time to time.

11. Only LPG or Electric oven will be used for cooking. No Coal, wood or any other fossil fuel shall be used as fuel for cooking of food, heating of food etc.

12. The vendor will need to have a meeting with In-charge of Dietary Department, AIIMS, Rishikesh once in a month/on call to review the services.

13. Timing of meals serving:

(i) Breakfast 08.00 hrs. to 08.30 Hrs.

(ii) Lunch 12.00 Hrs. to 13.00 Hrs.

(iii) Evening Tea/snacks 16.30 Hrs. to 17.00 Hrs.

(iv) Dinner 20.00 Hrs. to 20.30 Hrs.

14. The vendor shall maintain drainage system, water pipe line, gas pipe line, exhaust, air conditioning, liquid section (RT feed liquid prep area with laminar flow cabinet). The Gas bank should be located outside of kitchen area.

Manpower

The vendor shall employ adequate number of well trained & educated staff (bearers and cooks) at his own expense for the proper discharge of the responsibility entrusted to him under the Agreement and such employee shall be qualified persons with enough experience. They shall be provided with uniforms, apron, hand gloves and head gear by the vendor at his own cost and they are to be maintained in neat and tidy condition while on duty. Vendor shall provide agreement copy of manpower engaged by them for the contract to the administration.

Equipment and maintenance

The vendor should procure and install all the equipment / machines of different capacities/ types, including cooking utensils, crockery and cutlery and serving dishes according to the menu. All machines must be cleaned every day after use, at regular interval. Preventive maintenance is a must.

Wages to employees and Insurance

The vendor shall comply with the laws applicable to employees working in the kitchen regarding working hours, minimum wages, safety, cleanliness, leave, over time allowances, provident fund, retrenchment benefit, medical benefit etc. If on account of non- Tender compliance with the provisions of any such laws, AIIMS, RISHIKESH, is called upon to make any payment to or in respect of his employees, the vendor shall fully reimburse to Institute all such payment and Institute shall be free to make deductions on this account from the amount of Security Deposit, in which case, the vendor shall immediately pay to the Institute such amount as may be necessary to make up the required security Deposit, or from the dues which may be payable by Institute to the vendor. The vendor will sign an Indemnity Bond in favour of AIIMS, Rishikesh to this effect.

Security and safety

The AIIMS, Rishikesh shall not be held responsible for any loss or damage due to any reasons whatsoever to any type of inventory that may be kept in the said Kitchen store by the vendor. The premises provided to the vendor should only be used for the purpose as mentioned in the contract (i.e. Dietary services). Under no circumstances, should the premises be used for any other purpose, other than what has been mentioned in the contract. Vendor shall assure safety of female workers (especially during night duties).

Payment towards Electricity and Rents

Electricity bill will be worn by the vendor only after installation of the sub meter by the institute and it is to be paid as per actual.

AIIMS, RISHIKESH MANAGEMENT SHALL HAVE THE RIGHT:

- (A) To stop the supply of or to destroy any article of food or drinks sold if found adulterated, contaminated or of unsatisfactory quality.
- (B) To stop the service rendered by the vendor in the Dietary service, which is not of the requisite standard.
- (C) AIIMS, Rishikesh management shall demand and be supplied with a sample of any article of food or drinks for inspection and analysis.

(D) The vendor shall allow the official of the AIIMS, Rishikesh to enter the kitchen in order to inspect and execute, any Structural additions and alterations or repairs to the said kitchen premises, repairs to electric, water and sanitary installations, which may be found necessary from, time to time. The time and date for this purpose will be fixed with the mutual convenience of both the parties.

2. CONTRACTOR ON HIS PART SHALL BE RESPONSIBLE FOR:

To arrange quality ration items from the market at his own cost required for contract services. The contractor will prepare and make supplies as per specifications given. Ration so procured will have to meet the optimum quality and be to the satisfaction of vis-à-vis. Concerned Dietician/Chief Dietician/any other officer so deputed for the purpose.

a) To prepare and process the cooking of food and to ensure that the same is supplied/distributed and served at fixed timing as per the diet schedule in the requisite area

i) To make arrangements for deployment of staff and supervise their work.

ii) All the workers to be deployed will get declared medically fit from any Government hospital at his own Cost. Thereafter, their health check-up will be got done twice in a year i.e. after every six months at the cost of the contractor. Immunization of the workers for different infective diseases shall be got done by the contractor at his own cost

iii) All workers of the contractor shall wear the prescribed uniform at the time of duty and shall display identity cards so supplied by the contractor.

iv) The contractor shall supply a list of all the workers so deployed to the office of the Medical Superintendent/Consultant Dietician before they are put to work. Similarly, he/she will also inform immediately in case any worker has been changed.

v) All the workers shall be paid the wages by the contractor as per the Labour Laws and he/she shall submit a certificate every month in this regard.

vi) All workers deployed shall primarily be the workers of the contractor. The Institute will have no obligation; they will have no right to claim any job from the AIIMS, Rishikesh on this account.

vii) The contractor will ensure to provide bed to bed meal services within the prescribed timings. The contractor will ensure that the food / the therapeutic diet is served to the patients on their beds in each ward at all levels in trays as required and the empty trays are collected back after meals for cleaning.

b) The contractor shall be liable to obtain any license under the Food Act at his own from the competent authority as required under the relevant rules and submit a copy of the same to the Institute.

c) Routine day to day maintenance of the area relating to Public Health, Civil & Electrical services will be the responsibility of the contractor.

d) The cleanliness of the area is the entire responsibility of the contractor. He will engage sweepers at his own cost. He shall ensure that all waste so generated in the area is transported in appropriate manner to the designated disposal points in the AIIMS, Rishikesh.

e) Catering activities will be carried out on all days of work all the year round including Sundays and holidays.

3. INSTITUTE OBLIGATIONS:

The Institute will provide following facilities to the Contractor:

- a) Stores space as per drawings available with Medical Superintendent, AIIMS Rishikesh.
- b) Annual maintenance of the public health services, electrical and relating to civil works in the Building Complex shall be provided by the Institute.
- c) The electricity charges will be borne by the Contractor.
- d) For hospital indoor patient's food service crockery, cutlery and service dishes trays, feed bottles shall be provided by the Contractor.
- e) Fuel gas connection with pipeline, distribution and control fixtures shall be provided by Contractor along with day to day gas consumption and its running cost. He shall procure the gas at his own level.

4. TENURE OF CONTRACT;

Tenure of contract shall be for 10 years in the first go. The same can be extended for further 5 years on mutually agreed period if so requested and assessment of satisfactory performance of the work.

5. REPORTS AND INSTRUCTIONS:

- a) The Contractor/his representative shall take daily instructions/orders regarding diets/feeds changes on daily basis as per the patients' needs as mentioned in the given annexure for the work to be undertaken or relating to the contract from the Dietician/any other officer assigned for the job that shall be officer in-charge to supervise the work of the contractor and verify the bill accordingly.
- b) The concerned Dietician shall be entitled to deviate either by addition or by deletion of items of work in the said specification.
- c) Routine notices/instructions/orders shall be given by the Dietician/any other officer so deputed by the Institute.

6. PENALTIES AND RECOVERIES:

- a) In the event of contractor's failure
 - i) to supply meals
 - ii) Carry out related jobs on any day/days
 - iii) Hygiene & quality of food as prescribedThe Institute will have recourse to make an alternative arrangement and a penalty double the amount so spent on this account shall be recovered from the Contractor and he will have to pay back that amount within two weeks to make up the deficiencies, failing which the same shall be recovered from the next bill.
- b) Recovery of the penalty as mentioned above shall continue to be imposed up to seven days consecutively. Thereafter the contract shall be terminated without any notice and the bank guarantee will be forfeited.

7. COMPENSATION:

- a) For any loss or damage caused to the property of the Institute by the Contractor or his workers, the Contractor shall be liable to pay compensation to the extent to be decided by the Institute.

b) The Contractor, in addition to fine, shall also be liable to compensate the Institute of any liability which may fall on the Institute for breach of any term of the contract or for violation of provision of the Contract by him during his tenure as Contractor.

8. Payment:

Payment to the contractor against the dietary services provided, shall be made month-wise as per **actual numbers of diets provided to patients** duly verified by the Institute Dietician, after submitting the bills along with other relevant supporting documents. Bills are to be submitted to Medical Superintendent, AIIMS Rishikesh. **The no. of patients shall be reckoned as admitted at mid night of earlier day.**

9. ADDITIONAL TERMS AND CONDITIONS:

1) The successful bidder should deposit Performance Security money of 10% of the tender value either in the form of Bank Guarantee or DD/FDR valid up to 3 months in addition to the validity of contract period in favour of “AIIMS, Rishikesh” before signing the agreement.

2) The Contractor shall deploy the required personnel to provide the said service and immediately communicate the names and residential address, age etc. of the persons as and when deployed or changed from time to time.

3) For the purpose of proper identification of the employee of the contractor deployed at various points, the Contractor shall himself issue them the Identity cards/identification document to his employees and they shall be duty bound to display the identity cards at the time of duty. The employees deployed by the contractor would be required to wear uniform supplied by him during cooking and service meals on duty.

4) The competent authority or any their representative (or committee) so authorized shall be at liberty to carry out any surprise check on the working of the contractor.

5) The competent authority of the institute or any authorized representative can check the food qualities prepared in the Hospital Kitchen at any time and can also take samples of the same to be tested in the Institute. In case, on testing the quality of food is not found up to the mark, action as deemed fit will be taken against the contractor. Any decision taken by the competent authority in this regard shall be final. The contractor shall take daily orders for the work to be undertaken regarding quality and verify of food to be served from the schedule given.

6) The persons deployed by the contractor for the work shall be the employees of the contractor for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said persons and the Institution.

7) The persons so deployed shall be under the overall control and supervision of the contractor and the contractor shall be liable for payment of their wages etc. and all other dues which the contractor is liable to pay under the various Labour Regulation and other statutory provisions. The Institute shall be absolved of any such liability at its own level.

8) The uniforms will be supplied by the contractor at this own cost, to the persons deployed for this work, as per this Institute’s instructions.

9) The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and for the preservations of peace and protection of persons and property for the Institution.

10) In case any of the persons so deployed by the contractor indulge in any unlawful activity or disorderly conduct, the contractor shall take suitable action against such employee.

11) In case of any complaint/defect pointed out by the Institute/Authorities, the contractor shall immediately replace the particular person so deployed without further arguments.

12) The contractor shall keep the Institution indemnified against all the loss caused to the Institute property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the contractor so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the contractor concerned to contest the same. In case institution is also made a party and is supposed to contest the case, the cost, if any of the actual expenses incurred towards counsel fee and other expenses shall be paid to the Institute by the contractor in advance on demand. Further, the contractor shall ensure that no financial or any other legal liability comes on the Institution in the respect of any nature whatsoever for the act done by the person of the contractor and shall keep the institution indemnified in this respect.

13) The Institution shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payments to be made to the Contractor under this Contract or out of the bank guarantee of the Contractor.

14) The Contractor shall furnish an indemnity bond from Insurance Company at its own cost of indemnifying Institute against any claim arising out of or connected with this agreement.

15) A Hospital Food Safety Committee as constituted by the competent authority shall observe matters related to the Kitchen and Dietary services on SOS conditions. However, if required annual/biannual meeting may be organized to sort out the issues pertaining to kitchen, dietary services.

16) In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or/for any other reason or circumstances liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Director/Medical Superintendent, AIIMS, Rishikesh may further think proper in Public Interest on revoke the contract, namely:

(a) Legal heirs in case or sole proprietor;

(b) The next partners in the case of Company or Institution otherwise the competent

authority of the institute shall reserve the right to settle the matter according to the circumstances of the case as he may think proper.

16) The pre bid meeting of this tender will be held on 25-04-2019 at 03;00 PM in tender office at AIIMS Rishikesh 249203.

17) Evaluation Criteria of Bids and Award Criteria

17.1 Quality & Cost Based Selection (QCBS) will be followed.

- (a) Total points-100 points
- (b)Quality weightage – 70 points
- (c) Cost weightage -30 points

17.2 Techno-commercial Bids will be evaluated first. The Bidders who is Eligible & commercially responsive as per Bidding Documents and have scored 50 points and above out of 70 points as per Qualification Weightage tabulated in table 1 at clause 21 (Page 9-10) will be treated as Technically Qualified Bidder further consideration and its Financial Bids will be opened.

17.3 Amongst the bidders whose Financial Bid has been opened, the bidder whose total of Rate of Patient food is lowest, that bidder will get 30 out of 30 points. Other technically qualified bidders will get Cost points = $30 \times (\text{total rates of lowest bidder} / \text{total rates of concerned technically qualified bidder})$.

17.4 Both Quality and Cost points will be added of each technically qualified Bidder. The Bidder who gets maximum of total of Quality & Cost Points, will be the winner and Contract will be awarded.

18. Purchaser's Right to accept any bid and to reject any or all bids.

18.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tender process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

19. Termination for Convenience

19.1 Both AIIMS Rishikesh & Vendor may terminate the contract, by serving written notice of 90 days to each other currency of the contract.

19.2 At the end of the contract or during termination, the contractor will leave all the equipped machinery including asset, furniture etc. in intact and/or in the functional status failing which the contractor shall be liable to pay the damages occurred due to lapse on his part. The amount of the damages of equipment or asset or furniture will be deducted from the Security Deposits.

19.3 The Director, AIIMS Rishikesh has the right to terminate the contract which are not of the requisite standard by giving 3- month notice in writing. Also, when any situation arises out in the violation of the terms and condition of the contract executed between the parties to terminate or cancel or at the time of expiry of the contract.

20. Notices

20.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by Facsimile/email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

20.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

**Section IV (A)
Scope of Work**

A. Scope of Work

To provide entire kitchen services by designing, developing and installing fully equipped modern kitchen; procuring raw material, cooking and serving of all Meals - Breakfast, Lunch, Dinner for Patients of AIIMS Rishikesh for a period of 10 years, automatically renewable for a period of further 5 years based on mutual consent and the certificate issued by Director, AIIMS Rishikesh.

Sr. No.	Location
1.	Hospital Kitchen for Patients

II. Details about Scope of Work:

1) The locations as mentioned in the Bidding Document will be handed over on as-is-where-is basis. The existing furniture and movable fixtures shall be removed before handing over of site. New equipment installed by the contractor/Service Provider shall be property of the Government at the end of the contract or the termination of the contract and bidder will have no right what so ever on the new equipment purchased and installed by him.

2) The prospective bidders are free to visit the site of above locations where services are to be provided, for visualizing the facilities available, assessing the facilities to be developed, investment required, scale of operation, expected footfall, manpower requirement etc. For site visit at Kitchen you may contact Medical Superintendent, AIIMS Rishikesh / Administrative Officer, AIIMS Rishikesh / Head of the Dietetics Department. The prospective bidders may do the site visit of various locations before coming for pre-bid meeting.

3) Water & Rent free space will be provided by AIIMS Rishikesh

4) The Contractor/Service Provider has to incur all costs relating to all food, cooking, fuel, labour, serving, furniture, amenities, machineries (like dishwashing, laminar hood, deep freezers, refrigerators, boilers, milk coolers, drying machine and all other modern machines etc.), storage, preparation, service, equipment, maintenance, disposables, air curtains, air filters in every door, insectocutors, etc. and all such equipment should be latest and state-of-art.

5) Cleaning and security of above areas to be done by the contractor/ service provider.

Section IV

The Contractor/Service Provider shall:

1. Ensure compliance of Schedule 4 (Part 2) and (Part 5) of Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations, 2011 of FSSAI and to any revision issued by FSSAI from time to time.
2. Ensure to have valid FSSAI License during currency of contract and also submit a copy of same to the Institute & renew periodically on its own.
3. Ensure Trained and Certified Food Safety Supervisor as per FSSAI norms.
4. Ensure proper sanitation/hygienic conditions in food preparation, service and Service.
5. Ensure that food is served in a neat and clean utensil.
6. Ensure to use fresh raw materials.
7. Ensure to deploy persons free from infectious diseases/ contractor should get his employers with Health card with Health authority.
8. Remove all trash and garbage to waste receptacles inside the premises of the kitchen. The Contractor shall be responsible to make arrangements for disposal of his own garbage. The management will not provide any facilities to store/dispose/incinerate the garbage.
9. Provide list of all its' personnel scheduled to work in the premises of the hospital. Bidder shall be responsible for statutory compliances, payment of ESI, PF & Bonus as per current state laws.
10. The contractor should agree that it is liable and responsible for and undertakes to pay wages not less than the minimum wages, allowances, and other benefits due and payable under the various applicable statutes/ regulations to the personnel employed by the Bidder on the said services.
11. Ensure to have valid license under Contract Labour (R&A) Act, 1970 and also submit a copy of such license to the Institute & renew periodically on its own cost.
12. Ensure to have valid Trade license and also submit a copy of same to the Institute & renew it periodically on its own cost.
13. Shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/Bonus, Workmen's Compensation and any other laws and rules applicable in this regard.
14. Be responsible for verifying antecedents of the persons deployed by him by police verification and will keep attendance and other relevant records at its cost and will produce these on demand of any authority.
15. Ensure that he provides its employees prescribed neat and clean uniform according to season, give badges to its employees with their name and designation at his own cost and ensure that they wear the same.

16. Make arrangements for serving of food for patients only for Paying Ward Rooms on payment basis.
17. Install Fire Safety equipment at the contracted location and obtain NOC from Fire Department.
18. Ensure that the staff is not below the age of 18 years and are medically fit.
19. Ensure the regulations of Government regarding no-smoking in public place.
20. Ensure use of Water Quality as per Government Norms and get it checked on half yearly basis from Microbiology Department, AIIMS Rishikesh.
21. No subletting of contract or/and sub-contracting is allowed. Accommodation for the workers has to be provided by the Contractor at his own cost.

Special Condition

Health check-up in every six- month should cover in following points.

1. Stool and Urine test
2. Tuberculosis
3. Eye Sites
4. Immunization

The deployed staff shall collect dietary indent sheet from the wards at scheduled time from nursing staff.

Vendor should maintain food safety check list on daily basis at the kitchen site as per FSSAI guidelines.

The staff supplying food to the patients should be literate and be able to read and act upon diet order/requisition slip.

Inventory register shall be maintained which will include checking, receiving & storing of the food material done by vendor.

Vendor shall maintain indoor patient diet register in the format prescribed as follow:

Date	Indoor Patient Name	IP NO/ Bed Number	Category of diet	Tray lining layout	Filling	Packaging	Loading

During execution of work the vendor should follow all standard norms of safety measures to avoid accident/ occupational hazards/ damage manpower, kitchen tool (Material safety Data Sheet) and building etc.

24 Hours Food Sample Records by vendor: To counter any food related outbreaks. Preserve major meals (Breakfast, Lunch and Dinner) for next 24 hours and discard the same after confirming there would not outbreak come in the knowledge.

Vendor shall clean dishes in which the meals are served with clean hot water and eco-friendly branded dish washing powder/soap/liquid before and after serving of meals. The dishes should be served to patients in clean condition after hygienic transport from the kitchen/wash area to the wards. For hospital setting dishwasher should be installed by vendor at his on cost. The cost of running and maintenance of the dish washers shall be borne by the vendor himself.

The vendor will ensure to provide bed to bed meal services within the prescribed timings. The contractor will ensure that the food / the therapeutic diet is served to the patients on their beds in each ward at all levels in trays as required and the empty trays are collected back one and half hours after meals for cleaning.

Section V

A. Types of diet

1. Regular diet, Therapeutic diets, soft, semisolid etc. in 2000 K Cal Normal diet, 2500 kcal high protein and high calorie and 3000kcal (high protein and high calorie)
2. Liquid Diet: Enteral feeds (Blenderised and Commercial formula feeds) and oral liquid diet (clear liquid diet, liquid diet in full strength and half strength).

B. Commercial formula feeds of all reputed companies

- a. Normal feeds
- b. Diabetic feeds
- c. Renal feeds
- d. Peptides-semi elemental diet

C. Types of services

1. Centralized tray service for the patients.
2. Bottles for enteral feeds – autoclaved each of capacity of 500 ml
3. Cling foil for trays cover and chapatti should be wrapped.
4. Tea bags, sachets for jam, salt, sugar, butter and packed curd.
5. Paper napkins.
6. Disposable food grade certified compartmental food trays and disposable cutlery; disposable cups/glass will be used.

D. Quality Control

All raw foods products to be purchased from the reputed Govt. laboratory tested certified agencies. Bread, Curds (packed) & Milk (3% fat) toned will be purchased from the reputed company.

For Cooked foods:

1. Management can check these products at any point of time for quality control in terms of adulteration, freshness, colour, portion control, weight, taste, temperature, appearance and palatability.

2. Standardization of the recipe will be done from time to time in presence of the Dietician.

3. The preparation of menu will be set by the Dietician from time to time as per the season and seasonal fruits and vegetables available from the market.

4. **Condiments I** – Turmeric Powder, Red Chilli Powder, Dhalia Powder.

Condiments II – Methi, Mustard, Zeera, Elaichi, Ceramic Seeds, etc.

E. Sanitation and Hygiene

All kitchen area and store rooms should be kept clean and washed at all given time.

All foods and feeds to be prepared hygienically and kept in covered vessels and which is to be distributed at right temperature in clean utensils at specified timings.

Chapter – III

Form A PARTICULARS TO BE FILLED BY THE BIDDER

1. Name of the Supplier: _____
2. Complete Address of the Supplier: _____
3. Availability for demonstration of items at AIIMS Rishikesh. Yes/No [Please√]
4. Earnest Money Deposit enclosed: Yes/No [Please√] if Yes,
 - a.) Name of the Bank: _____
 - b.) Amount in (Rs.): _____
 - c.) Demand Draft No.: _____
 - d.) Validity date of the enclosed DD/FDR: _____
5. Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry.

[NOTE: Any changes after submission of Tender documents kindly update AIIMS Rishikesh]

- a.) Full Name: _____
- b.) Complete Postal Address: _____
- c.) Telephone No.: _____
- d.) Fax No.: _____
- e.) Mobile No.: _____
- f.) E-mail: _____
- g.) Website Address: _____

Note: - Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India.

Seal and Signature of the Bidder

Form B

**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL
BIDDER**

RTGS / National Electronic Fund Transfer (NEFT) Mandate Form

1.	Name of the Bidder	
2.	Permanent Account No(PAN)	
3.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No.	
	g) NEFT/ IFSC	
	h) RTGS Code	
	i) 9 digit MICR code appearing on the cheque book	
	j) Type of Account	
	k) Account No.	
4.	Email Id of the bidder	

Seal and Signature of the Bidder

Form C

Past Performance Statement

The Bidders are required to give details of all catering services contracts of last 5 years (April 2014- March 2019) where average annual turnover of each contract is Rs. 2 Crore and above:

Sr. No.	Contract		Client		Nature of service	Period of contract		Satisfactory Performance certificate (dated 01.04.2013 onward)	Annual turnover against each contract in Rupees					Average annual Turnover of 5 Financial Years
	No.	Date	Name	Govt. /PSU /Private		From	To		2014	2015	2016	2017	2018	
									-15	-16	-17	-18	-19	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1														
2														
3														
4														
5														
6														
7														

Note: Bidder has to furnish the following for the above furnished details:

1. Self- attested copy of Contract (Column-2 & 3),
2. Original satisfactory Performance Certificates (Column -9)
3. Annual Turnover of years 2017-18, 2016-17 and 2015-16 against each contract to be certified by CA. In cases where the period of contract is less than a Financial Year, the Average Annual Turnover of that contract may be calculated by annual turnover divided by period of the contract (Column-10 to 15).

It is certified that all contracts above Rs. two Crore held during financial years 2014-15, 2015-16 & 2016-17 has been included and the above information furnished is correct.

Signature of the Tenderer:

Name & Address with stamp:

Place and Date:

Seal and Signature of the Bidder

**Form – D
CHECKLIST**

Checklist-Technical Offer		
Sr. No.	Particulars	Required Scanned copy to be attached with online Technical Bid
1.	a) Details as required in the tender document (i.e. Supplier/firm is manufacturer/ authorized dealer/ sole distributor certificate.	
	b) Authorization certificate from the manufacturer in case of dealer / distributor	
	c) Copy of PAN	
	d) Certificate of firm/company registration	
	e) GST registration certificate and Form 26 AS	
	f) Income Tax Return of last three financial years i.e. 2015-16, 2016-17, 2017-2018	
	g) Tenderer must provide experience/ supplied as per the clause 2, (Chapter-II) and Page 9- 10	
	h) Annual Turnover & balance sheet of last three years i.e. 2015-16, 2016-17, 2017-2018 duly certified by C.A. as per the clause 3, (Chapter-II)	
	i) Tenderer must provide a certificate on letter head that proprietor/firm has never been black listed by any organization.	
	j) Tenderer must provide an affirmation on letter head that they have not quoted the price higher than previously supplied to any government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past.	
2.	Technical Specifications Compliance Report (if applicable)	
3.	Duly filled Form – A, Form –B & Form –C, Form – D with required documents with proper page numbering and indexing of required Documents.	
4.	Financial Bid (Price Bid) Submitted	

Note:

i). **In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.**

Seal and Signature of the Bidder

(Dated Signature of the Tenderer with stamp of firm)

**MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM
(Chapter III, Form D- Point No. 1 (b) of the tender)**

To
The Store Officer,
All India Institute of Medical Sciences Rishikesh

Dear Sir,

TENDER: _____.

We, _____, who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby authorize M/s _____ (name and address of agents) to bid, negotiate and conclude the contract with you against Tender No. _____ for the above goods manufactured by us. No company or firm or individual other than M/s _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for supply against this tender by the above firm.

The authorization is valid up to _____

Yours faithfully,

(Name) _____

For and on behalf of

M/s. _____

(Name of manufacturers)/Principal.

PARTICULARS FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT RISHIKESH OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RISHIKESH. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED.)

To,

The Director
All India Institute of Medical Sciences (AIIMS),
Virbhadra Marg, Pashulok, Rishikesh-249203 (Uttarakhand)

LETTER OF GUARANTEE

WHEREAS All India Institute of Medical Sciences (AIIMS) Rishikesh (Buyer) have invited Tenders vide Tender No..... Dt..... for purchase of AND WHEREAS the said tender document requires the supplier / firm (seller) whose tender is accepted for the supply of instrument / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **“AIIMS Rishikesh”** in the form of Bank Guarantee for Rs..... [10% (ten percent) of the purchase value] which will be valid for entire warranty period from the date of acceptance, the said Performance Guarantee Bond is to be submitted within 30 (Thirty) days from the date of Acceptance.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to in tender document / purchase order/ performance of the instrument / machinery/ Consumables, etc. this Bank shall pay to All India Institute of Medical Sciences (AIIMS) Rishikesh on demand and without protest or demur Rs (Rupees.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Rishikesh (Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm (Seller) and/ or All India Institute of Medical Sciences (AIIMS) Rishikesh (Buyer). Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs.....(Indian Rupeesonly).
- b. This Bank Guarantee shall be valid up to(date) and
- c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Rishikesh serve upon us a written claim or demand on or before.....(date)
This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at..... (Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:

Complete Postal Address:

Seal and Signature of the Bidder

Technical Bid

The following documents are required to upload by the Bidder along with Technical Bid as per the tender document:

- a) Scanned Copy of EMD Cost must be uploaded.
- b) Please mention that the bidder is Manufacture /Distributor /Dealer / Trader/Supplier relevant document should be uploaded.
- c) In case of distributor/dealer/trader/supplier must be upload tender specific authorization certificate from OEM/ manufacturer (Form D) should be uploaded.
- d) Copy of PAN Card should be uploaded.
- e) Firm/Company registration certificate should be uploaded.
- f) The GST registration details may please be furnished.**
- g) In the event of increase in price detailed justification and supporting evidence may be submitted for our consideration.**
- h) Income Tax Return of last three years should be uploaded.
- i) Tenderer must provide evidence of experience/supplied materials as mentioned in tender document should be uploaded
- j) Annual turnover & balance sheet of last three years duly certified by CA as mentioned in tender document should be uploaded.
- k) "Declaration by the Bidder" (Form B) should be uploaded as mentioned in tender document should be uploaded.
- l) Relevant brochure/catalogue pertaining to the items quoted with full specifications etc.
- m) Tenderer must provide a certificate on letter head that proprietor/firm has never been black listed by any organization should be uploaded.
- n) Form A with duly filled by bidder should be uploaded.
- o) Technical Specifications Compliance Report.
- p) Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. Please provide a certificate on letter head that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. If you don't fulfil this criteria, your tender will be out rightly rejected.

Annexure - II

TECHNICAL BID

**Tender for Dietary Services for AIIMS Hospital
Rishikesh (Uttarakhand)**

Technical Bid

Type of Diet	EMD
Regular diet 2000 kcal	Rs. 10,00,000.00

Declaration by the bidder:

1. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender document regarding terms & condition of the contract, rules regarding daily functioning of the Kitchen services with penal clauses. I/we agree to abide them.
2. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:.....

Name: Seal: Address

Date:.....

(Signature of Bidder with seal)

Seal and Signature of the Bidder

Annexure-III

PRICE BID

Price bid in the form of BOQ.xls

Seal and Signature of the Bidder

Declaration by the Bidder:

1. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract. I/we agree to abide them.

2. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

(Signature of Bidder with seal)

Place:
Date:

Name:
Seal:
Address:

Seal & Sign of the bidder

Seal and Signature of the Bidder

Annexure-B

(i) Diet Plan has been made according to four meals pattern 2000 K Cal

Meal Pattern	Meals	Quantity	Amounts
Break Fast	Milk/Tea	1 glass/1 cup	200 ml/150 ml
	Bread/Idli/Cornflakes/Oats/Dalia	3 slices	60 gm (1 large slice=30gm)/3 pcs/ 2 cup (200 gm)
	Paneer/ Egg	2 Slices/1 medium	50 gm/50 gm
	Fruits	1 serving	120 gm (1 medium)
Lunch	Chapati	3 pcs	1 medium size roti= 25 gm atta (raw unit)
	Rice	2 Karchi	25 gm raw unit= 100 gm (cooked weight)
	Dal/ pulses/legumes	1 Big Karchi	25 gm raw unit= 125 gm (cooked weight)
	Seasonal vegetables	2 Big karchi	200 gm (cooked weight)