



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)

All India Institute of Medical Sciences, Raipur (Chhattisgarh)

खंडन

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग) के लिये बोलीदाताओं / फर्म / एजेंसी इत्यादिसे प्रस्ताव नहीं बल्कि प्रस्ताव प्राप्त करने का आमंत्रण है, संविदात्मक दायित्व तब तक नहीं होगा जब तक कि औपचारिक अनुबंध पर हस्ताक्षर नहीं किया जाता और चयनित बोलीदाताओं/ फर्म/ एजेंसी इत्यादि के साथ एम्स रायपुर के विधिवत अधिकृत अधिकारियों के द्वारा निष्पादित न किया गया हो।

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Raipur, 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 authorized officers of AIIMS, Raipur with the selected bidder/firm/agency.

All India Institute of Medical Sciences, Raipur

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Notice Inviting Tender

For

**“Short Tender Notice Basis for Outsourcing of Hospital
Enteral Feed Services for IPD in Hospital for the Period of Two
Years and Three Months” At All India Institute of Medical Sciences
Raipur**

CRITICAL DATE SHEET

Published Date	24/05/2024	Time 14:30PM
Bid Document Download / Sale Start Date	24/05/2024	Time 18:00PM
Clarification Start Date	25/05/2024	Time 10:00AM
Clarification End Date	27/05/2024	Time 03:00PM
Bid Submission Start Date	28/05/2024	Time 10:00AM
Bid Submission End Date	04/06/2024	Time 03.00PM
Bid Opening Date	05/06/2024	Time 03.30PM

Section - I

NOTICE INVITING TENDER

Online bids are invited on behalf of the Executive Director, AIIMS Raipur on two bid system from Reputed, Eligible and Qualified Tenderer agencies to enter into Rate contract for the period of Two Years and Three Months for Outsourcing of Hospital Enteral feed services for IPD Patients at AIIMS Raipur.

1. Tender document may be downloaded from AIIMS, Raipur web site www.aiimsraipur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET.
2. Bid shall be submitted online at CPPP Website: <https://eprocure.gov.in/eprocure/app>.
3. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. Tenderer who has downloaded the tender from the **AIIMS, Raipur web site www.aiimsraipur.edu.in** and Central Public Procurement Portal (CPPP) 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 Raipur.
5. **Manual bid shall not be accepted in any circumstance.**
6. The no. of beds in AIIMS Raipur is 960 Beds .
7. The complete bidding process would be online bidding, Bidder should be in 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.
8. **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>.**
9. **Any bid containing incorrect and incomplete information shall be liable for rejection.**
10. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> in Stores office (Central) at AIIMS Raipur Premises at the time of bid opening.
 - 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.

11. 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.
12. 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
13. Rates quoted should be inclusive of all applicable taxes etc. at FOR AIIMS Raipur. Tenderer must mention taxes/duties clearly.
14. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration and GST.
15. The quotations should be given for the items in the same order as in the tender document.
16. This is the Rate Contract; hence actual quantity may vary as per demand of the Institute at the time of placement of order.
17. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
18. In the event of any dispute or difference(s) between the AIIMS Raipur and the bidder(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 Raipur 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.
19. The bidder must read the prescribed terms & conditions and accept the same to proceed further to submit the bids.
20. After downloading / getting the e-Tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
21. Bidder must unconditionally accept all terms and conditions stipulated in the original/downloaded e-Tender document and submit/upload the entire signed and stamped document.
22. The bidder has to submit the e-Tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
23. All documents submitted should be self-attested with seal of the bidder.
24. In case the date of opening of e-Tenders is declared a holiday for unexpected reasons, the e-Tenders shall be opened same time on the next working day.
25. All pages of the bid including all enclosures should be numbered (except printed leaflets/catalogue) and must be duly filled in, signed and stamped by the bidder or his authorized representative. Offers received without signature and seal on all pages are liable to be rejected.
26. Details of Hospital Enteral feed services is given in the **Annexure - I**, all bidder are advised to read carefully, understand clearly and make sure to supply patient Enteral feed as per the parameters indicated on the same.

27. Earnest Money:

- a) Earnest money by means of a Bank Demand Draft/ FDR of Rs. 1,68,750/- a scanned copy to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FDR should be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)". The used instrument must reach to the Central Stores Office, Ground Floor, Gate no. 5, G.E.Road, Tatibandh, AIIMS, Raipur before opening of tender.
 - b) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Raipur 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 fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - c) The earnest money will be returned to the tenderer whose tenders are not accepted except that of L-1 bidder.
 - d) No claim shall lie against the AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
 - e) 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.
 - f) The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/Performance Security Deposit.(PSD)
- 28.** If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 29.** The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS, Raipur.
- 30.** Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc. and amendments thereafter.

Stores Officer (Central),

For and on behalf of **Director, AIIMS Raipur.**

Other Terms & Conditions:**1. Performance Security Deposit:-**

- a) The successful bidder shall have to submit a Performance Security Deposit (PSD) 5% of value within 21 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 21 days and up to 45 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 21 days. i.e. 22nd day after the date of issue of LOA. In case the bidder fails to submit the requisite PSD even after 45 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 bidder shall be debarred from participating in re-tender (if any) for that item. The Performance security shall be denominated in Indian Rupees. Rate Contract and it should be valid for a period of 60 days beyond rate contract period. It may be further extendable for one year if rate contract extended.
- b) Successful supplier/firm should submit Performance Security Deposit in favour of "AIIMS, Raipur" through any Schedule Bank with a clause to enforce the same on their local branch at Raipur to be received in the Store Office (Central), Ground Floor, Gate No. 05. G.E.Road, Tatibandh, AIIMS Raipur (C.G) Pin-492099 before the date of commencement of Service or 30 days from the date of acceptance of the LOA, whichever is earlier. The Performance Security Deposit shall be furnished in the form of FDR/DD/Bank Guarantee or performance guarantee bond as per pro forma given in the tender documents.

2. Forfeiture of Performance Security Deposit

If during the term of this contract, the bidder is in default of the due and faithful performance of its obligations under this contract, or any other outstanding dues by the ways of fines, penalties and recovery of any other amounts is due from it, AIIMS RAIPUR shall without prejudice to its other rights and remedies hereunder or under the applicable Law, be entitled to call in, retain and appropriate the Performance Security. Nothing mentioned herein shall debar AIIMS RAIPUR from recovering from bidder by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same exceeds the amount of the Performance Security.

3. Contract Period:-

The duration of the contract shall be ***for a period of One (02) years (03) Months which may be extended for another 02 year (One year at a time) or at the discretion of the Competent Authority of AIIMS, Raipur.***

The period of the contract may be extended for one year at a time if mutually agreed, after the successful/satisfactory completion of initial contract & based on the requirement of services at that time or may be curtailed/terminated before the contract period owing to deficiency in service or substandard quality of the Hospital Enteral feed services by the selected Company / Firm /Agency or otherwise at the discretion of the AIIMS, Raipur.

4. **Experience**:-Tenderer must provide evidence of having Hospital Enteral feed services experience of 05 years in AIIMS/Central government hospital in India for minimum ` 4 crore (total) experiences is completed in at least one of the last three years. Similar experience means hospital Liquid/Enteral feed services, out of which experience of Rs.2 Crore must be completed in a single hospital having minimum bedstrength of 500 beds.
5. **Turnover**:-The firm should be registered and the bidder should have the average annual turnover of minimum ` **4 Crore** during the last three financial years. Copies of authenticated balance sheet for the last three financial years should be submitted.
6. (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

7. 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 after Two years on each year basis based on consumer food price index issued by ministry of Labour + Food Index.

8. 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) 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, Raipur may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

d) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

9. **Validity of the bids:** The bids shall be valid for a period of **180 days** from the date of opening of the tender.

In exceptional cases, the tenderer may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderer, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.

10. Communication of Acceptance:

AIIMS, Raipur reserves all right to reject any tender including of those tenderer 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.

11. **Late Tender:** There is **NO PROVISION** of uploading late tender beyond stipulated date & time in the e-tendering system.

12. **Clarification of Offers:** -To assist in the scrutiny, evaluation and comparison of Tenders, the AIIMS may, at its discretion, ask some or all Tenderer for technical clarification of their Tender. The request for such clarifications and the response shall be in writing. To speed up the Tender process, the AIIMS, at its discretion, may ask for any technical clarification to be submitted by means of facsimile/email by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the AIIMS by means of courier/in person/ if required AIIMS officials may visit.

13. Rights of the AIIMS RAIPUR:

- a) The AIIMS RAIPUR reserves the right to increase/ reduce the scope of work mentioned in this Tender. In case of item rate contract, AIIMS RAIPUR does not in any way guarantee the quantity/area for which an order may be placed and the Tender quantity/area may only be treated as indicative.
- b) In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, interpretation of the Clauses by AIIMS RAIPUR shall be final and bindings on all Parties.
- c) AIIMS, Raipur 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, Raipur 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.

14. 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 by reason of such event 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, Raipur shall have the option to terminate the contract.

15. 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, Raipur shall have the power to terminate the contract without any prior notice.

16. Breach of Terms and Conditions:-

- If the agency fails to fulfill any of the terms and conditions of this agreement, including its annexure and schedules, or if the working or service of the Agency is found to be defective/unsatisfactory, the agency will be deemed to be in breach of this contract. In case of breach of contract, the Institute, at its discretion, will have the right to either impose penalty up to 10% of the Total Annual Value of contract for each such violation or to cancel the contract forthwith and arrange to procure similar service from any other source available, at the risk and cost of the Agency. In event of cancellation due to breach of contract, the performance security deposit shall stand forfeited.
- The Agency will be bound by the details furnished by it to the Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract and forfeiture of the performance security.

17. 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, Raipur to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Director, AIIMS, Raipur. 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.

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

The Institute will have the right to call upon information regarding status of contract, statutory/legal compliances at any point of time and the Agency will be obligated to provide the same to the complete satisfaction of the Institute within 48 hours of being called upon to do so.

19. Evaluation of services and Termination

- a) AIIMS Raipur reserves the right to appraise and evaluate the operations of the Bidder/Service Provider, inspect and evaluate the operations and condition of the feed service facilities with respect to the quantity and quality of feed served, freshness of feed and raw material, the prices, and the safety, sanitation, and maintenance of the areas where the services are provided.
- b) AIIMS Raipur reserves the right to check the feeds quality of items prepared in the liquid section of kitchen at any time and to take the samples in the presence of representatives of Bidder/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 / Bidder 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 Raipur shall ascertain the reason and if fault of the bidder/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.
- d) The Institute, may at its discretion, foreclose or curtail the agreed period of this agreement, without assigning any reason thereof, by giving one month's notice in writing, to the Agency. The Agency however, shall give 03 month notice in writing to the Institute if it wants to exit the contract.
- e) If at any stage, the involvement of the Agency or any person employed by it or any other person who does or is deemed to represent the Agency, is found to have indulged in any uncalled for activity, inside or outside the premises of the Institute, which may bring disrepute to the Institute, the contract is liable to be terminated by the Institute with or without one month's notice, at the discretion of the Executive Director of the Institute, at the risk and cost of the Agency. The Institute, in such an eventuality, will be entitled to make good any losses suffered by it out of the performance security deposit submitted by the Agency. The decision of the Institute regarding indulgence of the Agency or its employees/representatives in such act will be final and binding on the Agency.

20. Penalty

- a) The Hospital Enteral feed services at 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 week of delay will be imposed.

- b) During the interim period of award of work and taking over of contracted work by the successful bidder, the on-going system by earlier service provider will continue.
- c) In case it is found that after repeated warning, the Service Provider/ Bidder 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
- d) In case the bidder fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and condition of the contract the hospital reserves the right to impose the penalty as detailed below:

S.No.	Offence	Penalties (In Rupees)
1	Not found displaying photo ID	100/- per instance.
2	Worker not in proper Uniform	500/- per instance.
3	Indulging in smoking/drinking/Gutkha/ tobacco chewing any other misconduct during duty hours	1000/- with removal of the offender
4	Duty performed by a worker for more thanone shift in 24 hours	With Due permission from the Sanitary Officer/Hospital Administration, linked to Biometric attendance system, Not more than 5% of the total attendance. Penalty of 200/- per instance in case of non-compliance
5	Poor quality feed / Rotten feed/Adulterated	Rs. 2000 /- per occasion
6	Delay in feed service	Rs1000/- per instance per day
7	Complaints are not registered or	Rs 500/- per instance
8	Absence of personal protective gears	Rs. 1000/- per instance
9	For any other breach,violation or contravention of any terms and conditions	Rupees 5000/- will be imposed per day

21. **Inspection of Site and Sufficiency of Tender:** -The Tenderer is expected to work out their own rates based on the detailed description of items, the specifications and conditions and finally arrive at the cost of the work/service. The tenderer shall be deemed to have satisfied itself before tendering as to correctness and sufficiency of its Tender. The rates and prices quoted shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper completion and maintenance of the works/services. Where necessary, before submitting its Commercial Bid the tenderer should inspect and examine the site and its surroundings and shall satisfy itself about form and nature of the site, the quantities and nature of the work/service and materials necessary for the completion of the works/services, means of access to the site, the

accommodation it may require, and in general, obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

22. Corrupt or Fraudulent Practices:

AIIMS,RAIPUR requisite the bidders under this tender to observe the highest standards of ethics during the procurement and execution of such Contracts, in pursuance of this policy, AIIMS, RAIPUR defines for the purposes of this provision, the terms set forth as follows:

- a) 'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution, and
- b) 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of AIIMS RAIPUR, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive AIIMS RAIPUR of the benefits of the free and open competition.
- c) AIIMS RAIPUR will reject a proposal for award if it determines that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. AIIMS RAIPUR will hold the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the bidder has engaged in corrupt and fraudulent practices in competing for, or in execution the bidder.

23. **Confidentiality:** -Information relating to the examination, clarification, evaluation and comparison of Tenders and the award of a Contract shall not be disclosed to Tenderer or any other person not officially concerned with such process until the award of the tender has been announced.

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. The tender is not transferable. One tenderer shall submit only one tender.

25. Fall Clause:

- Neither the Agency nor the Institute shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the effective Date.
- The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- If and to the extent that the Agency is prevented from executing the Services by the event of Force Majeure, while the Agency is so prevented it shall be relieved of its obligations to provide the services but shall endeavour to continue to perform its obligations under the contract so far as reasonably practicable and in accordance with Good Operating Practices.

- The Agency shall not be entitled to payment of the Monthly Charge for the period of interruption caused by the event of Force Majeure.
- Irrespective of any exemption of performance granted under this clause, if an event of Force Majeure occurs and its effect continues for a period of 21 days, either party may give to the other a notice of termination. [If the Institute is paying fee during Force Majeure, then Agency should not have a termination right, as it is being paid.], which shall take effect 7 days after the giving of the notice. If, at the end of the 7day period, the effect of the Force Majeure continues, the contract shall be terminated.

26. Legal Jurisdiction:

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

27. Bidders responsibilities:

- The Successful Bidder/Bidder, himself, shall be responsible for any type of statutory/ mandatory claims or penalties in light of the default with reference to the above provisions.
- The Successful Bidder shall himself be liable to procure all required raw material & consumables that will include all perishable, Liquid Petroleum Gas(LPG), Dairy, Vegetables, Grains, other required consumables that include cleaning agents, chemicals and consumables etc for efficiently running of awarded Patient Liquid Section of the AIIMS Raipur. Bidder is liable to properly maintain and keep their Kitchen Stores for storage of Grains, Vegetables, Dairy and other products with necessary arrangement of supporting Equipment like Deep Freezers for maintaining Temperature, Storage Air Tight Containers etc. The proper record of such stores shall be maintained by the store keeper/Manager/ Service Dietician of the Successful Bidder for readiness for necessary cross verification. The Hospital Dietician will carry out surprise and regular checks of the stores without any prior intimation from time to time for monitoring of Hopsital Enteral feed Service, area used by the firm, performance records etc. The Security officers, Project cell officers, gas officers may also carry out surprised checking for assessing the security aspects.
- Arrangement of LPG Cooking Gas Cylinders & compliance of Fire Safety Rules:
 - i. The Caterer shall be required to make himself necessary arrangement for cooking and keep LPG Gas refills in sufficient quantity for cooking purposes on his own cost as per the prevailing Rules and Regulation of LPG Gas Agencies.
 - ii. The Caterer shall be responsible for any loss/theft of the LPG Gas Cylinders and other Equipment provided to him by the Institute or he himself arranged in the premises of AIIMS Raipur.
 - iii. The Caterer is liable for compliance of norms of Gas Cylinder Rules, 2004 under Explosives Act 1884 (4 of 1884) for commercial activities.
 - iv. 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

- In case any person engaged by the Bidder is found to be inefficient, unruly or is loud to engage in indiscipline or unlawful activities bidder will have to replace such person with a suitable substitute at the direction of the competent authority within a period of three days.
- The AIIMS Raipur will not provide any sort of accommodation to the staff or person deployed by the Successful Bidder and no lodging will be allowed in the premises of the Client at any time.
- In any case notwithstanding anything contrary contained in any of the provisions of the Contract Agreement, the liability of the either party against any risk other than bodily injury and statutory non-compliances shall not exceed total amount invoiced by the Bidder/bidder during the preceding financial year i.e. April to March.
- Notwithstanding anything contained in the above clauses if any employee/staff member of the Agency in the opinion of AIIMS Raipur, is not rendering proper service or is otherwise guilty of any misdemeanour or is found otherwise undesirable, the Agency shall forthwith remove that person from AIIMS Raipur Campus, with immediate effect and replace him with a suitable person.
- That a daily report for providing Hospital Enteral feed Service in various wards as per the Diet Order communicated by Ward Nursing In charge /ANS of AIIMS Raipur properly recorded & all record shall be maintained properly.
- The successful bidder shall provide and render the entire Hospital Enteral feed Service through fully equipped Liquid section and stores comprising of procurement, preparation and serving of Enteral feeds for patients conforming to the specifications and the best quality standards on all days of the week round the clock for and in accordance with the requirement of Institute as per laid down quality standards.
- Food handlers must carefully wash their hands before preparing food and maintain scrupulous personal hygiene. They should avoid handling food when suffering from an infectious disease (enteric, respiratory or skin infection) and report all infections.
- The waste disposal shall be as per prevalent rules / guidelines.
- The aforementioned points are inclusive but not exhaustive. It would be responsibility of the bidder that overall hygiene is always maintained for things which may not have been covered above.
- There is no food contamination by using reliable supplies of food; providing adequate storage facilities; separation of raw and cooked food to prevent cross-contamination; preparation of food taking all hygienic precautions; use of appropriate cooking methods to prevent microbial growth in food, and adequate refrigeration of uncooked and prepared food.
- Food storage refrigerators and freezers should be properly maintained and the temperature checked daily by thermometers.
- Ensure that no advertisements of any brand, firm etc. will be displayed in the contracted locations.
- Separate provision for inpatient cooking area and Liquid section has to be

maintained by bidder to avoid cross contamination.

28. PAYMENT TERMS:-

- Payment to the bidder against the Hospital Liquid diet / Enteral feed services provided shall be made month-wise as per **actual numbers of feeds provided to patients** duly verified by the Institute Dietician, after submitting the Tax invoice (3 copy) along with other relevant supporting documents. Bills are to be submitted to Stores Office (H), AIIMS Raipur. **The no. of patients shall be reckoned as admitted at mid night of earlier day.**
- The payment to the service provider shall be made as per actual Diets supplied by him (EXCEPT NIL BY MOUTH/NPO) during the month on his accepted price and not exceed quoted price (supported by wages paid to workers through ECS / their ESIC and EPF/Service/GST Tax Deposit challan (if applicable)/Bank Statement for transferring Salaries to engaged manpower. The deployment of manpower may require being workout as per the current load of Hospital Enteral feeds Service requirement, which may vary as per need basis and would be assessed on dynamic basis. Monthly assessment and review for deployment of manpower to handle services efficiently is needed to be done by Bidder along with the Institute Dietician and the Bidder is liable to make remuneration to their engaged manpower as per prevailing minimum wage scales on monthly basis as per applicable labour laws during entire Contract Period.
- The service provider shall raise bill by the first week of next month (i.e. after completion of each month). The payment shall be made preferably within Thirty (30) days of submission of bill. Disputed amount or amount on which clarification is required may be held up till the time matter is sorted out. However, rest amount shall be released by due date to avoid the sustainability of services in larger interest of patient.
- Payment from Client shall be made by electronic fund transfer to the supplier's account by NEFT or RTGS for which purpose Bidder is expected to submit their complete bank details.
- Penalty would be in terms of part of negligence, which would be deducted and reflected in month's payment.
- Along with payment claim for providing Hospital Enteral feeds Service, the details of Payment paid to the deployed manpower must be submitted with following documents for further processing of the bill:-
- The payment to the Bidder shall be released only after verification of the contracted service through a checking mechanism enforced by Designate Inspection Committee or Authority or any person nominated by or on behalf of the Client (i.e. AIIMS Raipur) to assess the performance of the Bidder, both in terms of quantity and quality.
- The Bidder shall pay its employees salary in to their respective bank account through ECS (mandatory requirement). The ECS statement of monthly salary payment duly verified by bank official would have to be submitted with bill for payment.
- All liabilities such as Wages, ESIC, EPF, Bonus and other statutory requirements of staff will be borne by Bidder. Bidder will submit the proof of PF & ESIC payments with ECS statement for salary payment with the monthly bill.

SPECIAL CONDITIONS:

- It is mandatory for bidder to run enteral feed only at the Space provided by the institute free of cost to the successful bidder **No space other than the one allotted to the agency shall be used for catering or such activities.**
- Alteration in the rate and addition of items will only be possible with the permission of MS and committee members.
- RO water source of water as per the requirement of the Liquid section and IPD is to be installed by the successful bidder and shall be used in cooking/drinking.
- High Capacity ACs to be installed by the successful bidder at the Kitchen area.
- Bidder to install High Definition resolution CCTV Camera inside the Liquid Section area in optimum quantity with 7days of recording & Storage.
- Bidder shall assure that no effect will be rendered on Hospital Enteral feeds Service in case of any breakdown in the machinery.
- Make arrangements for serving of feed for patients only for Paying Ward Rooms on payment basis.

TRAINING

1. The Bidder shall ensure that all the food handlers are instructed and trained in food hygiene and food safety aspects along with personal hygiene requirements commensurate with their work activities, the nature of food, its handling, processing, preparation, packaging, storage, service and distribution.
2. Periodic assessments and records of the effectiveness of training, awareness of safety requirements and competency level shall be made, as well as routine supervision and checks to ensure that food hygiene and food safety procedures are being carried out effectively.
3. Training programmers shall be routinely reviewed and updated regularly.

II GENERAL CONDITIONS OF CONTRACT

(Annexure to Agreement)

The important Terms and Conditions for the Hospital Enteral feed services in AIIMS, Raipur is listed below for convenience.

A. Terms & Conditions

1. Additional feeds may be asked by management in SOS condition.

B. PROCESSES TO BE UNDERTAKEN BY THE BIDDER FOR HOSPITAL ENTERAL FEED SERVICES OPERATIONAL

1. Time schedule & Feeds planning, preparation of the Enteral feeds in hospital (AIIMS, RAIPUR) Liquid section as per the instructions of the Institute dietician. The preparation of various feeds will be under direct supervision of the Service dietician.
2. It will be the responsibility of the bidder for transportation of the prepared feeds to the patient according to specific requirement, in a covered trolley and sufficient numbers of good quality disposable glasses with covered lids should be arranged by the bidder.

3. The bidder shall be responsible for providing feed to patients in emergency as per instructions of dietary in-charge at times other than specified timings in the feed schedule including night (example when patients goes for some test or investigations).
4. The bidder 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, Raipur.
5. If disposables are used in any step of dietary service, they should be disposed off, as per Raipur Nagar Nigam requirement from time to time.
6. The bidder will be responsible for entire cleanliness of liquid section and hygiene of staff deployed by the bidder.
7. The bidder will need to have a meeting with In-charge of Dietary Department, AIIMS, RAIPUR once in a month/on call to review the services.
8. Volume of feeds depends on the clinical condition of the patient along with the frequency of feeds serving may be hourly / 2 hourly/ 3 hourly etc
9. The bidder shall maintain drainage system, water pipe line, gas pipe line, exhaust, air conditioning, liquid section (RT feed liquid prep area with laminar flow cabinet).
10. All type of nutritional supplements (for all types of patients including RT feed) shall be provided by the bidder.
11. The bidder will ensure to provide bed to bed feed services within the prescribed timings. The bidder will ensure that the feed is served to the patients on their beds in each ward at all levels in disposable glass as required.
12. The deployed staff shall collect dietary indent sheet from the wards at scheduled time from nursing staff.
13. Inventory register shall be maintained which will include checking, receiving & storing of the food material done by bidder.
14. Bidder shall maintain indoor patient diet register in the format prescribed as follow:

Date	Indoor Patient Name	IP No. /Bed number	Category of feed	Feed layout	Filling	Packaging	loading

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

C. Manpower management and supervision

1. Bidder should engage Qualified Staffs like Diet Supervisor, stewards, Cooks, Service Dietician etc. with knowledge and skills on food hygiene principles and practices to be able to ensure food safety and quality of its products, judge food hazards, take appropriate preventive and corrective action, and to ensure effective monitoring and supervision.

2. The Bidder needs to hire kitchen dietician (as per 1 dietician for 50 patients) for monitoring and regulating of diet prescribed by the Hospital dietician and to be implemented through stewards, chefs, cooks etc as per the bed occupancy for all the feeds adhering to all the requirements of AIIMS, Raipur.
3. Successful bidder shall provide list of all its' personnel scheduled to work in the premises of the hospital. The bidder shall supply a list of all the workers so deployed to the office of the Medical Superintendent/Institute Dietician before they are put to work. Similarly he/she will also inform immediately in case any workers has been changed/ Shuffled from any other of his sites.
4. Bidder shall be responsible for all its staff uniforms and its laundry services – a minimum of 2 sets of uniforms to all its employees is to be provided with a pair of shoes.
5. Bidder shall issue valid photo identity cards to all its employees bearing their individual photograph within 7 days from the date of this agreement coming in operation. Any new employee shall be issued a new identity card within 10 days of the deployment.
6. Bidder shall ensure that all employees and workers of the Bidder have undergone police verification process.
7. In case any person engaged by the Bidder is found to be inefficient, unruly or is loud to engage in indiscipline or unlawful activities bidder will have to replace such person with a suitable substitute at the direction of the competent authority within a period of three days without further arguments.
8. The AIIMS Raipur will not provide any sort of accommodation to the staff or person deployed by the Successful Bidder and no lodging will be allowed in the premises of the Client at any time.
9. The AIIMS Raipur shall not provide the free food to the staff or person deployed by the Successful Bidder.
10. The bidder shall ensure that the person deployed are disciplined and well behaved in office premises, and do not indulge in consumption of alcoholic drinks, pan, smoking, loitering without work and engaging in gambling, satta or any immoral act. Non-Compliance by any staff may lead to suitable penalty.
11. If any complaint of misbehaviour and misconduct comes into the knowledge of the Client then all such responsibility shall be of the Successful Bidder and any loss owing to negligence or mishandling by the staff, the Successful Bidder shall himself be responsible to make good for the losses so suffered by the institute.
12. The Successful Bidder shall not engage the staff below the age of 18 years.
Employment of minors is strictly prohibited.
13. All the staff deployed by the Successful Bidder shall be medically fit and their antecedent be verified prior to the deployment in the Institute. Their regular medical check-up and desired vaccination should be done at his own cost.
14. Bidder shall maintain a daily awareness of the health of individuals and in specific areas paying particular attention to the signs and symptoms of communicable diseases that can be transmitted by food products. If an employee is suffering from gastrointestinal illness, boils, infected wounds etc, shall be temporarily removed of his duties till cured.

D. Security and safety

The AIIMS, Raipur 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 bidder. The premises provided to the bidder should only be used for the purpose as mentioned in the contract (i.e. Hospital Enteral feed services). Under no circumstances, should the premises be used for any other purpose, than what has been mentioned in the contract. Bidder shall assure safety of female workers (especially during night duties).

E. AIIMS, RAIPUR 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 bidder in the Dietary service, which is not of the requisite standard.
- C. AIIMS, Raipur management shall demand and be supplied with a sample of any article of food or drinks for inspection and analysis.
- D. The bidder shall allow the official of the AIIMS, Raipur 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.

F. BIDDER ON HIS PART SHALL BE RESPONSIBLE FOR:

To arrange quality ration items from the market at his own cost required for contract services. The bidder 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.

- i) 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 bidder. Immunization of the workers for different infective diseases shall be got done by the bidder at his own cost
- ii) All workers of the bidder shall wear the prescribed uniform at the time of duty and shall display identity cards so supplied by the bidder.
- iii) All workers deployed shall primarily be the workers of the bidder. The Institute will have no obligation; they will have no right to claim any job from the AIIMS, Raipur on this account.
 - a) The bidder 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.
 - b) Routine day to day maintenance of the area relating to Public Health, Civil & Electrical services will be the responsibility of the bidder.
 - c) The cleanliness of the area is the entire responsibility of the bidder. He will engage cleaning staff 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, Raipur.

G.REPORTS AND INSTRUCTIONS:

- a) The Bidder/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 bidder and verify the bill accordingly.
- b) The institute 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.

H.COMPENSATION:

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

I. ADDITIONAL TERMS AND CONDITIONS:

- a) In case any of the persons so deployed by the bidder indulge in any unlawful activity or disorderly conduct, the bidder shall take suitable action against such employee.
- b) In case of any complaint/defect pointed out by the Institute/Authorities, the bidder shall immediately replace the particular person so deployed without further arguments.
- c) The bidder 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 bidder so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the bidder 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 bidder in advance on demand. Further, the bidder 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 bidder and shall keep the institution indemnified in this respect.
- d) 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 Bidder under this Contract or out of the bank guarantee of the Bidder.
- e) The Bidder 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.

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

J. Evaluation Criteria of Bids and Award Criteria

- a) Techno-commercial Bids will be evaluated first. The Bidders who is Eligible & commercially responsive as per Bidding Documents will be treated as Technically Qualified Bidder further consideration and its Financial Bids will be opened.
- b) The L-1 will be decided by the price of L- 3 as required in the price bid (BOQ). Rates of other diets will be fixed as per following table:

Price schedule for Enteral Feed tender as per Liquid Diet Plans (500 ml/unit except in liquid Diet 12 & 13)		
	Plan	% higher/lower from Iso Caloric Feed (Liquid Diet-3)
	Liquid Diet -1	20 % lower
	Liquid Diet-2	20 % lower
Iso Caloric Feed	Liquid Diet -3	Base Price
	Liquid Diet -4	6% Lower
	Liquid Diet -5	26% Higher
	Liquid Diet -6	26 % higher
	Liquid Diet -7	26 % higher
	Liquid Diet -8	26 % higher
	Liquid Diet -9	Same as liquid diet -3
	Liquid Diet -10	Same as liquid diet -3
	Liquid Diet -11	6 % lower
	Liquid Diet -12	Same as Liquid Diet -3
	Liquid Diet -13	26 % higher
	Liquid Diet -14	26 % higher
	Liquid Diet -15	26 % higher
	F-75	26 % higher
	F-100	26 % higher

Note: Bidders who accept the above criteria only need to be participated.

*Price will be rounded off to nearest multiple of Rupees.

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

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).

L. Inclusion of additional locations

Based on requirement the additional locations for staff/ visitors will be given at contracted rates with mutual consent between Service Provider/Bidder and AIIMS Raipur on same terms & conditions.

M. Termination for Convenience

- i Both AIIMS Raipur & Bidder may terminate the contract, by serving written notice of 90

days to each other currency of the contract.

- ii During termination, the bidder will leave all the equipped machinery including asset, furniture etc. in intact and/or in the functional status failing which the bidder 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.

N. Notices

- a. 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.
- b. 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
ANNEXURE-I**

A. Scope of Work

To provide entire Liquid diet / Enteral feed services by developing fully equipped Liquid section; procuring raw material, cooking and serving of feeds for Patients,

Sno.	Location	Remarks
1.	Hospital Kitchen for Patients	Location D Block

Above mentioned are existing identified locations where services will be provided. AIIMS Raipur reserves the right to reallocate the above location/locations if required.

DETAILED SCOPE OF WORK

1. EQUIPMENT & CONTAINERS:(To be provided & installed by bidder to run Hospital Enteral feed services)

- a) Equipment and containers that come in contact with food and used for food handling, storage, preparation, processing, packaging and serving shall be made of corrosion free materials which do not impart any toxicity to the food material and should be easy to clean and /or disinfect (other than disposable single use types).
- b) Equipment and utensils used in the preparation of feed shall at all times be kept in good order and repaired and in a clean and sanitary condition. Such utensil or container shall not be used for any other purpose.
- c) Every utensil or container containing any food or ingredient of food intended for sale shall at all times be either provided with a properly fitted cover/lid or with a clean gauze net or other material of texture sufficiently fine to protect the food completely from dust, dirt and flies and other insects.
- d) Equipment shall be so located, designed and fabricated that it permits necessary maintenance and cleaning functions as per its intended use and facilitates good hygiene practices inside the premise including monitoring and audit.
- e) All items, fittings and equipment that touch or come in contact with food must be:
 - (i) Kept in good condition in a way that enables them to be kept clean and wherever necessary, to be disinfected.
 - (ii) Chipped enamelled containers will not be used. Stainless steel /aluminium / containers, bottles mugs, jugs, trays etc. suitable for cooking and storing shall be used. *Brass utensils shall be frequently provided with lining.*
- f) The Tenderer should have the following minimum, essential equipment to run the Hospital Liquid diet / Enteral feed services and Quantity of equipment may vary as per bed occupancy

S.No.	Equipment Details
1	SS SINGLE BURNER - 1 Nos.
2	SS SUPPORT TABLE - 3 Nos.
3	WORK TABLE WITH SINK - 2 Nos.
4	WEIGHING SCALE DIGITAL UPTO 5 KGS - 1 No.
5	SS OIL CONTAINER - 1 No.
6	STORAGE CONTAINER- CAP. 5 KG-

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7	STORAGE CONTAINER -CAP.10 KG
8	STORAGE CONTAINER -CAP. 15 KG
9	SS PREPARATION TABLE -2 No.
10	FEED SERVICE TROLLEY – 3 No.
11	INSECT KILLER 2 TUBES – 1 No.
12	SS STORAGE RACK – 4 Nos.
13	COMMERCIAL INDUCTION – 1 No.
14	PRESSURE COOKER 5 lt – 2 No.
15	SS FOUR DOOR REFRIGERATOR – 1No.
16	SS STRAINER – 2 No.
17	HAND BLENDER – 1 No.
18	SS UTENSILS – JUGS, VESSEL, LADDLE
19	MEASURING CUPS, GLASSES AND SPOONS
20	LAMINAR HOOD – 1 No.
21	AC – 2 ton – 1 No.
22	SS SERVING TRAY – 5 Nos.
23	GEYSER

Note: Electrical fittings including plumbing work shall be done by Hospital, as required by the service provider.

2 FACILITIES

A. Water supply

- 1) Only potable (drinking) water, with appropriate facilities for its storage and distribution shall be used as an ingredient in processing and cooking.
- 2) Water used for food handling, washing, should be of such quality that it does not introduce any hazard or contamination to render the finished food article unsafe.
- 3) Water storage tanks shall be cleaned periodically (monthly basis) and records of the same shall be maintained in a register.
- 4) Non potable water can be used provided it is intended only for cleaning of equipment not coming in contact with food, which does not come into contact with food steam production, fire fighting & refrigeration equipment and provided that pipes installed for this purpose preclude the use of this water for other purposes and present no direct or indirect risk of contamination of the raw material, dairy products or food products so processed, packed & kept in the premise.
- 5) Non potable water pipes shall be clearly distinguished from those in use for potable water.

B. Washing of Raw materials

Adequate facilities for washing of raw food should be made. Every sink (or other facilities) for washing food must have an adequate supply of hot and/or cold water. Bidder has to make it sure that these facilities must be kept clean and, where necessary, disinfected. Preferably, sinks which are used for washing raw foods shall be kept separate and that should not be used for washing utensils or any other purposes.

C. Drainage and waste disposal

- 1) Food waste and other waste materials shall be removed daily from the place where food is being handled or cooked or manufactured to avoid building up. A refuse bin of adequate size with a proper cover preferably one which needs not be touched for opening shall be provided in the premises for collection of waste material. This shall be emptied and washed daily with a disinfectant and dried before next use.

- 2) The disposal of sewage and effluents (solid, liquid and gas) shall be in conformity with requirements of Factory / Environment Pollution Control Board. Adequate drainage, waste disposal systems and facilities shall be provided and they shall be made in such manner so that the risk of contaminating food or the potable water supply is eliminated.
- 3) Waste storage shall be located in such manner that it does not contaminate the food process, storage areas, and environment inside and outside the food establishment and waste shall be kept in covered containers and shall be removed at regular intervals.
- 4) Periodic disposal of the refuse / waste should be made compulsory. No waste shall be kept open inside the premise and shall be disposed of in an appropriate manner as per local rules and regulations including those for plastics and other non environment friendly materials.
- 5) The bidder will be responsible for safe disposal of the leftover food/ vegetable peels/ and other kitchen garbage, dry and wet left over should be weighed composite of the material to be done by composite machine and the manure will be handed over to horticulture department of the Institute.

D. Food Packaging

- 1) Packaging materials shall provide protection for all food products to prevent contamination, damage and shall accommodate required labeling as laid down under the FSSAI Act & the Regulations there under.
- 2) For primary packaging (i.e. packaging in which the food or ingredient or additive comes in direct contact with the packaging material), only Food grade packaging materials are to be used. For packaging materials like aluminium plastic and tin, the standards to be followed are as mentioned under the FSSAI Regulations and rules framed there under.
- 3) Packaging materials or gases where used, shall be non-toxic and shall not pose a threat to the safety and suitability of food under the specified conditions of storage and use.

E. Food Distribution / Service

Temperatures and humidity which are necessary for sustaining food safety and quality shall be maintained. The conveyances and /or containers shall be designed, constructed and maintained in such manner that they can effectively maintain the requisite temperature, humidity, atmosphere and other conditions necessary to protect food conveyances and / or containers used for transporting / serving foodstuffs shall be non toxic, kept clean and maintained in good condition in order to protect foodstuffs from any contamination.

F. AUDIT, DOCUMENTATION AND RECORDS

- 1) A periodic audit of the whole system according to the SOP shall be done to find out any fault / gap in the Good Manufacturing Practices / Good Hygiene Practices system.
- 2) Appropriate records of food processing / preparation, production / cooking, storage, distribution, service, food quality, laboratory test results, cleaning and sanitation, pest control and product recall shall be kept and retained for a period of one year or the shelf- life of the product, whichever is more.

G. PERSONAL HYGIENE

- 1) Personnel known, or believed, to be suffering from, or to be a carrier of a disease or illness likely to be transmitted through food, shall not be allowed to enter into any food handling area. The Bidder shall develop system, whereby any person so affected, shall immediately report illness or symptoms of illness to the management and medical examination of a food handler shall be carried out apart from the periodic checkups, if clinically or epidemiologically indicated.
- 2) Food handlers shall maintain a high degree of personal cleanliness. The Bidder shall provide and ensure that all the food handlers should wear adequate and suitable clean protective clothing, head covering, apron, face mask, gloves and footwear every day.
- 3) Food handlers shall always wash their hands with soap and clean potable water, disinfect their hands and then dry with hand drier or clean cloth towel or disposable paper at the beginning of food handling activities immediately after handling raw food or any contaminated material, tools, equipment or work surface, where this could result in contamination of other food items or after using the toilet.
- 4) Food handlers engaged in food handling activities shall refrain from smoking, spitting, chewing, sneezing or coughing over any food whether protected or unprotected and eating in food preparation and food service areas.
- 5) The food handlers should trim their nails and hair periodically, do not encourage or practice unhygienic habits while handling food.
- 6) Persons working directly with and handling raw materials or food products shall maintain high standards of personal cleanliness at all times. In particular:
 - i. they shall not smoke, spit, eat or drink in areas or rooms where raw materials and food products are handled or stored;
 - ii. Wash their hands at least each time work is resumed and whenever contamination of their hands has occurred; e.g. after coughing / sneezing, visiting toilet, using telephone, smoking etc.
 - iii. avoid certain hand habits - e.g. scratching nose, running finger through hair, rubbing eyes, ears and mouth, scratching beard, scratching parts of bodies etc.- that are potentially hazardous when associated with handling food products, and might lead to food contamination through the transfer of bacteria from the employee to product during its preparation. When unavoidable, hands should be effectively washed before resuming work after such actions.

H. Visitors

- 1) Generally visitors should be discouraged from going inside the food handling areas. Proper care has to be taken to ensure that food safety & hygiene is not getting compromised due to visitors in the floor area.
- 2) The Bidder shall ensure that visitors to its food manufacturing, cooking, preparation, storage or handling areas must wherever appropriate, wear protective clothing, footwear and adhere to the other personal hygiene provisions envisaged in this section.

I. Fire fighting: The Hospital Liquid diet / Enteral feed services personnel's should be adequately trained to perform fire fighting operations and operate related equipment. For this purpose, AIIMS Raipur Fire fighting team will give the necessary trainings for handling Firefighting Equipment to all deployed personnel's time to time for preventing any kind of fire accident in AIIMS Raipur premises. Install Fire Safety equipment at the contracted location and obtain NOC from Fire Department.

J. Requirement of Hospital Liquid diet / enteral feed services Kitchen in the

AIIMS Raipur:

- 1) Patient Enteral Diet Services Operations Timings starting from Morning 6 am to Night 10 pm.

3 LIABILITIES OF INSTITUTE

The AIIMS Raipur will provide space, water and electricity connection in the designated place for operating “Patient Diet Kitchen” at AIIMS Raipur premises.

The first party will only provide duly constructed space for the Hospital Liquid diet / Enteral feed services conforming to all regulatory conditions and govt. regulations. The Electricity connection, water connection for Hospital Enteral feed services will be provided by AIIMS Raipur and the necessary expenditure for consumption of Electricity, and Water is in the scope of Bidder for operations of kitchen including Ducting & Ventilation in the premises. The Bidder will deposit Electricity Charges (as per Electricity Meter Reading) and Water Charges (as per Water Meter Reading) in the name of “Director, AIIMS Raipur” on monthly basis. The second party will insure to use safe drinking water use for preparation of their feeds preferably treated/UV water, and for this purpose they will install UV Water Treatment Unit in the Hospital Liquid diet / Enteral feed services area on their own cost. The security arrangement and cleanliness of the equipment, space of installation and other associated area of the Hospital Liquid diet / enteral feed services will be the sole responsibility of the Service Provider.

LAYOUT AND DESIGN OF FOOD ESTABLISHMENT PREMISES in the AIIMS Raipur

As far as possible, the layout of the food establishment shall be such that food preparation / manufacturing processes are amenable to cross-contamination from other pre and post manufacturing operations like goods receiving, pre processing (viz. packaging, washing / portioning of ready-to-eat food etc).

Floors, ceilings and walls must be maintained in a sound condition to minimize the accumulation of dirt, condensation and growth of undesirable Micro Organism moulds.

- (i) Adequate control measures should be in place to prevent insects and rodents from entering the processing area from drains.
- (ii) Windows, doors & all other openings to outside environment shall be well screened with wire-mesh or insect proof screen as applicable to protect the premise from fly and other insects / pests / animals & the doors be fitted with automatic closing springs. The mesh or the screen should be of such type which can be easily removed for cleaning. Interested Bidder is advised to physically visit AIIMS Raipur Patient Diet Kitchen Area in earmarked location for their clear understanding and internal assessment for preparation and participation against this e-Tender.
- (iii) The Bidder will maintain highest level of hygiene during service delivery at AIIMS Raipur as per prevailing norms of Raipur Municipal Corporation/Pollution Control Board/Any other Statutory Organization like NGT etc. and make sure the availability of all required Equipment's/Garbage Disposal Bins/Insect killing Machines should be provided by him and for this purpose AIIMS Raipur will not pay any extra amount to any Bidder. It means that all above required items cost is also included in the quoted rates of the Bidder.
- (iv) No person shall manufacture, store or expose for sale or permit the sale of any article of food in any premises not effectively separated to the satisfaction of the licensing authority from any privy, urinal, sullage, drain or place of storage of foul and waste matter.

- (v) The service provider shall also provide female staff as per need of the services. The Bidder shall bear all costs associated with the preparation and submission of bid and AIIMS Raipur will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The details of Patient Liquid / Enteral Diet as per following plans requires preparation and providing to Patient Admitted in the various Wards as per liquid/Enteral diet order communicated by Dietician/Nursing Ward In-charge, AIIMS Raipur

This feed must be nutritionally adequate either to maintain adequate nutrition or to improve the nutritional status. This diet should contain minimum number of rich foods and foods that require longer time for digestion, since hospital patients are physically less active than average normal persons. Patients who need adaptations or modifications in their diet, due to illness, accident or injury, may be served a modified diet until they become ambulatory patients who can be served the general diet.

Annexure-I

Liquid diet {(Enteral feeds)-Blenderised}

Note: 1.Up to 3000 ml volume of feeds can be increased.

Liquid Diet -1 Half Strength Milk (500ml = 1 glucose bottle)

Food items included per patient per day

Food items(Raw Unit)	Quantity(amount)
Milk (toned 3% fat)	250ml
Water	250ml

Liquid Diet- 2 Full Strength Milk (500ml = 1 glucose bottle)

Food items included per patient per day

Food items (Raw Unit)	Quantity(amount)
Milk (toned 3% fat)	500ml

Liquid Diet-3 (500ml = 1 glucose bottle) (High Protein High Calorie Feed)

Food items included per patient per day

Food items included (Raw Unit)	Quantity (amount)
Milk (toned 3% fat)	375 (ml)
Sugar	10 (g)
Refined Oil	10 (g)
Corn starch	15 (g)
Boiled Egg – For Non Veg Patient Paneer –For Veg Patient	1 No (40g)
High protein supplement powder	20(g)

Liquid Diet- 4 Diabetic Feed (500ml = 1 glucose bottle)

(As Same as Liquid Diet: 3 Special Feed except sugar)

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(Note: Sugar will not be added in the diabetic feeds)

Food items included per patient per day

Food items included (Raw Unit)	Quantity (amount)
Milk (toned 3% fat)	375 (ml)
Refined Oil	10 (g)
Corn starch	15 (g)
Boiled Egg – For Non Veg Patient Paneer –For Veg Patient	1 No (40g)
Diabetic High protein supplement powder	20(g)

Liquid Diet- 5 Renal Feed (500ml = 1 glucose bottle) (30g protein / one litre)

Food items included per patient per day

Food items included (Raw Unit)	Quantity(amount)
Milk (toned 3% fat)	300(ml)
Refined Oil	30(g)
Corn starch	30(g)
Sugar	30(g)
Boiled Egg – For Non Veg Patient Paneer –For Veg Patient	1 No (40g)
Renal Low protein supplement powder	10(g)

Liquid Diet- 6 Renal Feed (500ml = 1 glucose bottle) (40g protein / one litre)

Food items included per patient per day

Food items included (Raw Unit)	Quantity(amount)
Milk (toned 3% fat)	300(ml)
Refined Oil	40(g)
Corn starch	30(g)
Sugar	40(g)
Boiled Egg – For Non Veg Patient Paneer –For Veg Patient	1 No (40g)
Renal High(Dialysis) protein supplement powder	20(g)

Liquid Diet- 7 Diabetic Renal Feed (500ml =1 glucose bottle) (30g protein / one litre)

Diabetic Renal Feed (As Same as Liquid Diet: 5 Renal Feed except sugar)

Liquid Diet- 8 Diabetic Renal Feed (500ml = 1 glucose bottle) (40g protein / one litre)

Diabetic Renal Feed (As Same as Liquid Diet: 6 Renal Feed except sugar)

Liquid Diet- 9 Hepatic Coma Feed (500ml= 1 glucose bottle) (0g protein)

Food items included per patient per day

Food items included (Raw Unit)	Quantity(amount)
Roohafza (Rose Syrup)	50 ml
Arrow root powder	50 g
Sugar	100 g

Liquid Diet- 10 Hepatic Feed (500ml = 1 glucose bottle)

Food items included per patient per day

Food items included (Raw Unit)	Quantity(amount)
Moong Dal	15 g
Rice	15 g
Sugar	20 g
Edible Coconut oil	20 g

Liquid Diet- 11 Curd based Feed (500ml = 1 glucose bottle)

Food items included per patient per day

Food items included (Raw Unit)	Quantity(amount)
Curd	200 g
Refined Oil	20 g
Sugar	20 g
Corn Starch	20 g
High protein supplement powder	20 g

Liquid Diet-Clear / Full Liquid Diet

Clear Liquid Diet is for patients in the pre or post-operative stage for one or two days. This diet should be completely free of any solids even those found in the milk. Only clear liquids such as tea or coffee without cream or milk, clear soup etc. should be given. This diet is nutritionally inadequate but to be used for a very short period of time. Full liquid diet should be given for all acute conditions before diagnosis.

L- 12- Clear Liquid Diet

Early Morning 6am	Dal Soup, 300 ml
Breakfast 8am	Clear Veg Soup (Double Strain) - 300 ml
Mid-Morning [10AM]	Fruit Juice - 300 ml (Only Packed Apple juice)
Lunch [12 PM]	Tomato Soup - 300 ml
2 PM	Coconut Water 150-300 ml
Evening Tea [4 PM]	Dal Soup, 300 ml
6 PM	Lemon Water, 300ml
Dinner [8 PM]	Clear Veg Soup (Double Strain) - 300 ml
Bed Time [10 PM]	Rice Water 300 ml

Note :

- No milk in clear liquid Diet.
- Coconut water, Fruit Juice without pulp, Vegetable soup can be given in clear Liquid diet.
- Fruit juices, lemon juice, coconut water depending upon potassium level in case of renal patients.
- Fruit juices should be strictly avoided, lemon juice, coconut water depending upon Blood Glucose level in case of Diabetic patients.

L-13 - Full Liquid Diet

Early Morning 6am	Tea
Breakfast 8am	Sattu Feed (300 ml) : Milk – 150 ml Sattu – 30 gm Sugar – 15 gm - 20 gm
Mid-Morning [10 AM]	Dal Soup + Salt & Pepper sachet
Lunch [12 PM]	Churn Diet – Khichdi + Curd/Paneer + Oil [5 ml] rich in MUFA & PUFA)
2 PM	Packed Lassi
Evening Tea [4 PM]	Tea
6 PM	Packed milk shake preferably vanilla
Bed Time [10 PM]	Milk
<ul style="list-style-type: none"> ● Note: The diet menu is suggestive and may be changed on the recommendation of the dietician / Hospital Dietician ● Packed Fruit juices & fruit milk shake - Banana/chikoo /mango / lemon juice / Coconut water depending upon potassium level in case of Renal Patient. ● Fruit juices & fresh fruit shake - Banana/chikoo /mango should be strictly avoided, lemon juice, coconut water depending upon Blood glucose level in Case of Diabetic patients. ● In case of pediatrics tube feeding, pediatrics protein supplementation is to be used. ● In case of 1-2 hourly feeding and overnight feed 12-24 feed/day. ● Provide above mention or the dietician / Hospital Dietician would be the Final authority to take appropriate decision on the menu without compromising the quality. 	

L- 14- Scientific formula feed plan (Dilution: 30ml water/ milk in 8-10gms diseased specific nutritional formula)

Note: - In case of pediatrics tube feeding, pediatrics protein supplementation is to be used.

L- 15- Ketogenic feed , will be combination of soya products like sugar free soy milk, tofu etc. + MCT oil + Amul cream + Amul butter + Specialized Nutritional formula in concerned with the ratio of fat is to carbohydrate and protein (2:1;3:1;4:1).

F-75 & F-100 for 100ml of the feed

Composition	F - 75 (Per 100ml)		F - 100 (Per 100ml)	
	Non Cereal based	Cereal Based	Non Cereal based	Cereal Based
Milk (Toned)	30 ml	30 ml	90 ml	75 ml
Oil	2 ml	2 ml	2ml	2 ml
Sugar	10 g	7g	7.5g	2.5gm
Puffed Rice	-	3.5g	-	7gm

IMPORTANT GUIDELINES TO BE STRICTLY FOLLOWED BY BIDDER DURING HIS PATIENT DIET KITCHEN SERVICES AT AIIMS RAIPUR

Specific Hygienic and Sanitary Practices to be followed by Bidder Operators engaged in Patient Liquid Diet/Enteral feed Services for AIIMS Raipur as per the Food Safety and Standards Regulations. THE GAZETTE OF INDIA: EXTRAORDINARY [PART III—SEC. 4]. 1st August, 2011.

Food Safety and Standards Authority of India. MINISTRY OF HEALTH AND FAMILY WELFARE. <https://www.fssai.gov.in/home/fss-legislation/fss-regulations.html>

Section V

Technical Bid Evaluation Criteria

The final tender evaluation shall be done on weight age with 70% for Technical Evaluation and 30% for financial evaluation. Only bidders who meet the pre-qualification criteria shall be eligible for technical and financial evaluation.

Technical Proposals shall be evaluated on the basis of their responsiveness to the tender terms. Applying the evaluation criteria and point system specified. During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, specified below :-

S. No	Criteria			
1	Total years of experience in the field of Hospital Liquid/ Enteral feed services, (25 Marks)	Less than 5 Years	Above 5-7 years	7-9 Years
		(10Marks)	(15 Marks)	(25 Marks)
2	Total turnover for the last Three financial years 2022-23 in the Business of providing Hospital Enteral feed services, determined from details submitted by the bidder duly Certified By Chartered Accountant (25 Marks)	Rs.5 Crore – 10 Crore	Above Rs. 10 crore– 20Crore	More than Rs. 20Crore
		(10Marks)	(15 Marks)	(25 Marks)
3	Number of similar Hospital Liquid/ Enteral feed services, contracts which had been awarded to the AIIMS / central Government hospitals during the last 05 years, in minimum 500 bedded hospitals. Document showing the year/month of award and whether it had been successfully completed shall be provided. (10 Marks)	1-3 contracts	4-6 contracts	more than 6 contracts
		(05 Marks)	(7.5 Marks)	(10 Marks)

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4	Quantum of similar Hospital Liquid/ Enteral feed services, provided under a single contract during the last three years (till 2021-22) (to be determined from details provided by the bidder. Firm shall mention the capacity of beds of the hospital for which such experience is claimed (20 Marks))	300-500 bedded	More than 500-700 bedded	More than 700 bedded
		(15 Marks)	(18 Marks)	(20 Marks)
5	Total number of manpower (Determined from Form EPF return and Contribution of ESI Provided by the bidder. (20 Marks))	100-250 Person	More than 250-500 Person	More than 500Person
		(5 Marks)	(10 Marks)	(20 Marks)

Note :-In case the institute finds the rates quoted by the firm as excessively low for execution, detailed execution plan would have to be explained by the firm to decide whether the rates quoted are actually workable.

The Institute has the discretion to disqualify such firm which have quoted excessively low price for the advantage of securing the bid. Such firm shall also be debarred from further participating for AIIMS Tender.

*Technical criteria and weight age matrix for evaluation (Total: 100 marks)

*Minimum score for the technical bid shall be 60 marks for qualification.

The weight age for technical and financial bid should be 70:30 while arriving at the final grading on the basis of technically being qualified (60% score) and financially lowest bidder awarded 100% marks and other bidder will be evaluated in proportionally manner.

Illustration 1 (for Technical Weight age)

If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation, the technical evaluation value shall be: 56 i.e. {80 x 70%}

Financial/ Price Bid evaluation Criteria:

The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weight age. The Bidder with the lowest bid Prices (L1) shall be assigned full 30 marks (i.e. 30% x 100).

Illustration 2

If the Bidder at Illustration 1 is L1 and quoted Rs.100/-, then his total score shall be **86** i.e. (56 Technical Score + 30 Financial Score)

The financial scores of the other bidders (i.e. L2, L3... and so on) shall be computed as under and as explained at illustration 3 below:

$30 \times \text{Lowest Price (L1 Price)} / \text{Quoted Price (L2 OR L3.)}$

Illustration 3

If the Bidder at Illustration 1 is L2 Bidder and he quoted Rs.125, therefore 30% being the weighted value, the financial scores for L2 shall be computed as under $30 \times 100 (\text{lowest pricesL1}) / 125 (\text{quoted prices}) = 24$ (financial score)

Therefore L2 Bidder shall have total score of **80** (56 Technical Score + 24 Financial Score)

FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

The Bidder Satisfying/the eligibility criteria and with the **highest marks/ rank** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the **successful Bidder** and shall be considered eligible L1 Bidder for further process.

Stores Officer (Central)

For and on behalf of **Director, AIIMS, Raipur.**

Form C

Past Performance Statement

The Bidders are required to give details of all Hospital Enteral feed services contracts of last 5 years upto March 2021 where average annual turnover of each contract should be clearly mentioned below:

Sr. No.	Contract		Client		No. of Beds	Period of contract		Satisfactory performance certificate upto march 2021
	No.	Date	Name	Govt./ PSU/ Private		From	To	
1	2	3	4	5	6	7	8	9
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. Must upload current employer / organization performance certificate.
3. User List (List of Govt./PSU/Reputed Pvt. Hospital) where quoted model of the items has been supplied and installed.
4. Copies of supply orders of the same models quoted (without hidden price for rate justification).

Signature of the Tenderer:

Name & Address with stamp:

Place and Date:

**Form-D (Part A)
TECHNICAL BID**

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	Submitted Yes/No	Page no.
I	Declaration for EMD (Annexure III) on letterhead must be uploaded.		
II	Name & Address of the Tenderer Organization/ Agency with phone number, email and name and telephone/mobile number of contact person (On Letter Head).		
III	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization (On Letter Head).		
IV	Power of Attorney Authorization for signing the Bid documents in case of Partnership firm or a company or a Government Department or a Public Sector Organization & different person other than proprietor		
V	Tenderer must provide an affirmation on letter head that they have not quoted the price higher than previously supplied to any government Institute / Organization / reputed Private Organization or DGS&D rate in recent past.		
VI	Copies of returns of Income Tax for last three financial years (2019- 2020, 2020-21, 2021-22) should be enclosed.		
VII	Signed and scanned photocopy of valid Registration/Incorporation Certificate of the Firm.		
VIII	Signed and Scanned Copy of GST Registration Certificate showing clearly GST Number of the participating Company/firm.		
IX	Signed and scanned copy of PAN Card of the firm/company / proprietor issued by Income Tax Department.		
X	Signed and Scanned copy of valid FSSAI license under Food Safety and Standard Regulation Act 2006 issued by Food & Administration Deptt. Must require to be uploaded.		
XI	Signed and Scanned copy of valid Registration of the participating Bidder with EPF and ESIC and strictly following the applicable Statutory requirements as per prevailing Labour Law rules.		
XII	Total Average Annual turnover for the last three financial years (2019- 2020, 2020-21, 2021-22) must not be less than ` 4.00 Cr.in the Business of providing Hospital dietary/ Catering Services Determined from details submitted by the bidder duly Certified By Chartered Accountant should be attached with bid. Important:- Kindly note that document showing annual turnover exclusively for the Hospital Liquid diet / Enteral feed services certified by a Chartered Accountant shall be submitted for evaluation. The firm/agency which fails to submit such certified document would not be considered for any marks in these particular criteria of technical evaluation.		
XIII	"Declaration by the Bidder" (On ` 100 Stamp paper) as mentioned in tender document should be uploaded.		

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XIV	a. Participating Bidder Company are required to upload duly Singed and attested legible scanned copies of Performance Reports regarding providing similar nature Patient Diet Kitchen Services in the Govt. Hospitals/reputed Government Institutions/PSU's/Other reputed Institutions in India, where the Bidder discharged similar nature Services, as per the required experience mentioned point No. 04 Page no. 07 and also as per the evaluation criteria in QCBS.		
XV	Signed and scanned copy of List of Kitchen Equipment/Cutlery/Utensils availability with Participating Bidder required for handling AIIMS Raipur Patient Diet Kitchen (for at least 960 IPD Patients) needed to be placed at AIIMS Raipur by them should be uploaded in the Techno-Commercial Bid Slot of e-Tendering portal of AIIMS Raipur. The AIIMS Raipur Hospital will only provide space, water connection, and electricity connection.		
XVI	Signed and scanned copy of List of available qualified manpower with Participating Bidder including clearly mentioning each Personal Professional Qualification for handling the Patient Diet Kitchen Services at AIIMS Raipur should be uploaded in the Techno-Commercial Bid Slot of e-Tendering portal of AIIMS Raipur.		
XVII	The tenderer should submit an undertaking on their letter head that "in case of any complaints towards non-payment of wages, other liabilities & statutory obligations, AIIMS Raipur may make payment directly to employees & same will be deducted from the monthly bills/Performance Security & also lead to strict administrative action against the bidder as per extent Rule of Govt. of India.		
XVIII	a. The tenderer should have a valid License CLC/RLC of Chhattisgarh, if yes please provide the copy of License. If not, than undertaking (on letter head) for providing the same within 30 days from the award of work. b. Should be registered with relevant labour licensing authority. A copy of valid Labour license should be enclosed.		
XIX	The bidder should have their registered office / branch in Raipur. If not, than undertaking (on letter head) for setting up same within 30 days from the award of work.		
XX	Accredited ISO : 22000 (Food Safety Management System) Certificate		
XXI	Valid ISO 9001:2015 certificates of Hospital dietary/catering services.		

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

ANNEXURE-II

Cost of Disposable per serving	
Any other details (if any)	

1. This amount will be negotiable by AIIMS Raipur (if required).
2. L-1 will be decided on QCBS price basis only. This price will not affect L-1 price.
3. **Cost of disposable per serving. Should be filled by the bidder in Annexure-II and should be attached with technical bid.**

PART-B

PRICE BID

Price bid in the form of BOQ.xls

ANNEXURE-A

PARTICULARS FOR PERFORMANCE SECURITY DEPOSIT

(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 RAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RAIPUR. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
The Director
All India Institute of Medical Sciences (AIIMS),
Tatibandh, GE Road, Raipur-492 099 (C.G.)

LETTER OF GUARANTEE

WHEREAS All India Institute of Medical Sciences (AIIMS) Raipur (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 Raipur"** in the form of Bank Guarantee for Rs..... [3% (Three 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) Raipur on demand and without protest or demur Rs (Rupees.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raipur (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) Raipur (Buyer). Notwithstanding anything contained herein:

a. Our liability under this Bank Guarantee shall not exceed Rs.....(Indian Rupees

.....only).

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 Raipur 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:

Declaration by the Bidder (Notarized)

(On Rs 100.00 Non-judicial Stamp paper)

1. I am authorized signatory of the firm and am competent to sign this declaration and execute this tender document.
2. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
3. I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Raipur and/or prosecuted as per laws.
4. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Officer-in-Charge, Procurement Cell, AIIMS, Raipur immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
6. I/we do hereby confirm that the prices/rates quoted are fixed for entire validity period of this Rate Contract and its any subsequent extension and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs./Limited Companies.
7. No employee/staff of AIIMS Raipur, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
8. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that

nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period. The Director, All India Institute of Medical Sciences, Raipur (India) will have full authority to take appropriate action deemed fit against our Firm.

9. I/We should arrange a demonstration of the preparation of Patient Diets (if required), preferably within the hospital premises to duly constituted committee. Cost of such demonstration shall be borne by me.
10. I/We should provide all the assigned Patient Diet Kitchen Services and if any service being found of inferior quality, it shall be immediately improved by me/us free of cost in time to prevent inconvenience.
- 11. If I/We fail to provide the desired assigned services in stipulated period the AIIMS Raipur hospital has full power to compound or forfeit the Bid Security/security deposit.**
12. I/We undertake that the rates quoted by me for providing patient diets as and when approved and selected by the Director, AIIMS Raipur will be valid for entire rate contract or till extended as mutually agreed upon. I/we undertake to commence the Patient diet services within 30 days time to AIIMS Raipur on receipt of Work Commencement Letter. I/we undertake to commence and provide the contracted services within stipulated period and if fail to commence the services within stipulated period, the necessary action can be taken by the Director, AIIMS Raipur, India and the same shall be accepted to me.
13. I/We undertake that if the patient Diet Rates are lowered due to any reason, I will charge the lower rates.
14. I/We undertake that the quoted rates for Patient Diets are not higher than that approved in any other Govt. institutions in India for the similar nature Patient Diets during the current Financial Year.
15. I/We also undertake that directly or through any other person or firm, offer, promise or give to any of AIIMS Raipur's employees involved in the tender process or the execution of the contract or any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :