

Tender Enquiry No: NEIGR/S&P/OT/E -32/2017 -18; Dated: 21/08/2017

F. No: NEIGR/S&P/S -17/2017 -18

e-TENDER /BID DOCUMENT

ONLINE OPEN TENDER ARE INVITED BY DIRECTOR, NEIGRIHMS FOR SELECTION OF SERVICE AGENCY /CONTRACTOR FOR RUNNING /OPERATION OF EXTENDED HOUR SNACKS CENTRE (PREFERABLY 24 HRS x 7 DAYS), LOCATED AT 1ST FLOOR PUBLIC UTILITY BLOCK, NEIGRIHMS, SHILLONG INCLUDING PROVISION OF FOODING, CUSTOMER SERVICES, HOSPITALITY SERVICES, FOR A PERIOD OF THREE YEARS AT THE DISCRETION OF THE INSTITUTE OR TILL THE FINALIZATION OF THE NEXT TENDER, WHICHEVER LATER.

Bid Document Down loading Start Date:	14:00 hours of 21.08.2017
Pre -Bid Conference and Clarification Date:	16:00 hours of 08.09.2017
Last Date and Time for Submission of Bid Document Online:	14:00 hours of 21.09.2017
Last date and Time of Receipt of Earnest Money Deposit (hard copy):	14:00 hours of 21.09.2017
Date and Time of Opening of Techno -Commercial Bids:	14:30 hours of 22.09.2017
Cost of Earnest Money Deposit (EMD):	Rs 73,000.00
Tentative schedule after completion of Technical Commercial Evaluation subject to inputs from respective committee /authority:	60 days from the date of opening of Techno – commercial bid
Tentative schedule for awarding of contract including institutional requirement, justification of cost and on approval of the Competent Authority.	60 days from the date of opening of price /financial bid

E-bidders /E-tenderers can download the e-tender /e-bid document from Central Public Procurement Portal website at www.eprocure.gov.in E-bidders /E-tenderers are required to submit their e-bid online by uploading all the relevant documents through www.eprocure.gov.in

E-tender document can also be downloaded from the Institute's website at www.neigrihms.gov.in For further details regarding amendment /addendum /extension please visit website: www.eprocure.gov.in and www.neigrihms.gov.in

In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of e-bids online and opening of e-bids online will be the following working day at the appointed time.



North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences

(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)

Director's Block, Mawdiangdiang, Shillong 793 018 (Meghalaya)

Website: www.neigrihms.gov.in **E-mail:** storeneigrihms@gmail.com; **Tele /Fax:** (0364) 2538032

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences

(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)

Director's Block, Mawdiangdiang, Shillong 793 018 (Meghalaya)

Website: www.neigrihms.gov.in /E -mail: storeneigrihms@gmail.com; Tele /Fax: (0364) 2538032

NOTICE INVITING e-TENDERS (NIT)

Online e-tenders, in two-e-bid system, are invited by Director, NEIGRIHMS, Shillong for selection of service agency for running /operation of Institute's Guest House, located at NEIGRIHMS, as per enclosed specification and related terms and conditions.

1. E-bidders /E-tenderers would be required to register on the Central Public Procurement Portal at www.eprocure.gov.in, using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the e-bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their e-bids online.
2. Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.
3. E-bidders /E-tenderers can download the e-bid document from Central Public Procurement Portal website at www.eprocure.gov.in E-bidders /E-tenderers are required to submit the e-bid online by scanning and uploading all the relevant documents through www.eprocure.gov.in
4. E-tender document can also be downloaded from the Institute's website at www.neigrihms.gov.in For further details regarding Amendment /Addendum /Extension please visit website: www.eprocure.gov.in and www.neigrihms.gov.in
5. Earnest Money Deposit (EMD) in the form of Call deposit, Banker's Cheque, Fixed deposit or Demand draft, drawn in favour of Deputy Director (Admn.), NEIGRIHMS, Shillong or Bank Guarantee of any Scheduled Bank, shall be scanned and submitted online, along with the Techno-commercial e-bid (Un priced E-bid), within the period of e-tender online submission date and time and the original (hard copy) should be sent to Store & Procurement Officer, Director's Block, Mawdiangdiang, NEIGRIHMS, Shillong -793018 within the stipulated date and time.
6. In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of e-bids online and opening of e-bids online will be the following working day at the appointed times.
7. E-bidders/E-tenderers need to scan and upload the required documents like GST registration, PAN Number/Card, valid document regarding the existence and registration of the firm along with the with Techno-commercial e-bid.
8. The technical e-bids will be opened online by a committee of members duly constituted for the purpose at the time and date as specified in the e-tender document. All statements, documents, certificates, proof of EMD /Affidavits, etc uploaded by the e-bidders will be verified and downloaded for technical evaluation and the result of technical e-bid evaluation will be displayed on www.eprocure.gov.in which can be seen by all e-bidders who participated in the e-tender.
9. The e-bidders should download the Bill of Quantities (BOQ) from CPP Portal and filled in the blank spaces provided for mentioning the name of e-bidder and rates. E-bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same **BOQ in .xls format**. NEIGRIHMS /Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.
10. The Financial e-bid (price e-bid) i.e. Bill of Quantity (BOQ) of only technically qualified e-bidders will be opened online by a committee of members and the result will be displayed on the www.eprocure.gov.in which can be seen by all e-bidders who participated in the e-tender.
11. No work will be allotted to Non-tribal e-bidder, contractors, Suppliers, stockists, bonded warehouse, private carriage contractors, cooperative societies etc except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong.
12. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that there is no vigilance/CBI/FEMA case pending against the firm/supplier.
13. At any time prior to the date of submission of e-bid, Director, NEIGRIHMS may, for any reason, whether at his own initiatives or in response to a clarification from a prospective e-bidder, modify the e-bidding documents by an amendment. All prospective e-bidders/e-tenderer who have received the e-bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the e-bid. Director, NEIGRIHMS, may at his discretion, extends the date and time for submission of e-bids.
14. The period of this contract will be initially for one year, thereafter it may be renewed for the next 2 (two) years on yearly basis based on the performance to be evaluated by the Director/delegated officer/Committee of the Institute. In the event of termination or expiry of the agreement, the Contractor shall hand over the entire premises and equipments/properties etc. of the NEIGRIHMS in his custody to the latter within one month.
15. The e-tendered rates and the validity of e-bids shall be for a minimum period of 120 days from the date, as the e-tender are finalized /awarded.
16. NEIGRIHMS reserves all rights to make any changes in terms and conditions of the e-tender and also to reject any or all e-bids without assigning any reason thereof.

17. Settlement of disputes – Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.

For any clarification and further details please contact @ Telephone No: 0364 -2538032 or contact in person during office hours.

Sd/-
Stores & Procurement Officer,
For and on behalf of Director, NEIGRIHMS, Shillong

NEIGRIHMS

SECTION I:
NOTICE INVITING TENDERS(NIT)

NEIGRIHMS is a super specialty medical institution for post graduate education, research and customer care services. The Institutes hospital in the permanent complex at Mawdiangdiang, Shillong-793018, presently has a capacity of around 500 beds.

The institute is planning to engage a **SERVICE AGENCY/CONTRACTOR FOR OPERATION, SUPERVISION AND RUNNING OF EXTENDED HOUR (PREFERABLY 24 (HRS) X 7 (DAYS) SNACKS CENTRE) WITHIN THE PULIC UTILITY BLOCK, 1st FLOOR OF NEIGRIHMS, MAWDIANGDIANG, SHILLONG -793018**

Offers should be based in 2 e-bid systems –

- i) Technical and commercial e-bid.
- ii) Price E-bid (BOQ).

E-bidders qualified in the Techno-Commercial E-bid, their Price E-bid will be opened in the presence of the E-tenderer/representative (the date will be intimated).

The technical supervision and quality of the food and nutritional requirement have to be done under the strict supervision of the Dietary Unit, Hospital Administration and the Medical Superintendent of the hospital and associated technical manpower.

Scope of Work and Conditions of NIT:

1. The Institute requires snack centre contractor(s)/service agency to run the food provision and snacks services at Residential Campus of NEIGRIHMS, Shillong on justified tentative rates fixed by the Institute to cater for the needs of the students, staff, beneficiaries and visitors attending the Institute. The snack centre contractor(s)/service agency may be allocated one additional area for operation on the same terms and condition, if considered appropriate by the Institute authorities.
2. The snacks centre services are also required to be extended during the examinations seminars, workshops, farewell tea, annual events and orientation courses etc.
3. To fix the menu in consultation with the snacks centre committee of the Institute from time to time.
4. To supply Tea/Coffee/Cold Drinks and other beverages as and when required.
5. The contract period shall commence on the date of Commencement and shall remain for three years. The period is further extendable for a maximum period of three years (one year at a time) on the same terms, conditions and the rates at which the contract is awarded will be valid throughout the contract, subject to performance certified by the concerned committee and at the option of the Institute authorities. Any escalation/de-escalation indicated in the financial bid shall be taken for the purpose of price evaluation prior to award of contract. Claims after the e-bidding process, whatsoever, on account of increases in the rate of material to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear such other expenses. However, if there is any downward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on to the NEIGRIHMS, Shillong through appropriate reduction of the contracted rates.
6. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Director to check all relevant documents for their authenticity and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.
7. Earnest Money Deposit (EMD) of **Rs 73,000.00 (Rupees Seventy Three thousand only)** Calculated on the average estimated sales per day @ Rs 10000 x 365 (days) X 1 year, in the form of Call deposit or Fixed deposit or Demand draft or Bank Guarantee in favour of Deputy Director, NEIGRIHMS, Shillong, is to be enclosed online valid for 165 days or extendable till finalization of the bidding whichever, is later and submitted to the Tender Inviting Authority within the closing date and time of e-bidding. EMD of all unsuccessful bidders shall be refunded and a successful bidder has to submit performance guarantee (10% of estimated sales per day), valid for a period of 60 days beyond the contract period. No tenderer will be allowed to withdraw after submission of the e-bids within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited.
8. In case the successful tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
9. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.
10. The contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to NEIGRIHMS and shall indemnify NEIGRIHMS against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which NEIGRIHMS, Shillong may be party or involved as a result of the contractor failure to comply and of the obligation under the relevant act law which the contractor is to follow.
11. The successful bidder/contractor will be required to enter into an Agreement/ Contract. The agency has to undertake to sign the rate contract agreement within 15 (fifteen) days from the issue of the letter of acceptance, failing which EMD/security deposit may be forfeited and name may be removed from the list of contractor/supplier at

NEIGRIHMS, Shillong. The successful agency shall have to enter into an agreement with the Institute and the cost incurred in this connection, shall be borne by the tenderer/bidder/agency.

12. The catering services will be provided to the Institute at the fixed rate. The timings and working days of the snacks centre will be regulated by the snacks centre committee. The contractor shall display the list of items & rates in the premises.

13. The agency has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that there is no vigilance/CBI case pending against the firm/ contractor.

14. No work will be allotted to Non-tribal Agency, Stockists, bonded warehouse, private carriage, cooperative societies etc except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong.

15. The snacks centre should be kept neat & clean and free of unhygienic conditions.

16. The responsibility of maintaining the cleanliness and hygienic condition of the snacks centres will be of the contractor, at his own cost and proper disposal of waste. In case of violation of this condition, Snacks centre Management Committee may have the right to impose a fine and the contract may be cancelled by giving a week's notice to vacate the premises.

17. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.

18. The contractor will make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment. Disposable good quality paper made items for tea etc. shall be allowed but not of plastic material.

19. The contractor shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found then the same will be recovered from the contractor. The contractor shall take adequate fire pre-cautions.

20. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the Institute.

21. The successful tenderer shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the snacks centre staff. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of clothes etc. will be allowed in the snacks centre.

22. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.

23. Electricity & Water Charges shall be paid by contractor as per actual consumption on the prevailing rates of Meghalaya Power Distribution Co Ltd /MSEB or at such higher rates as may be decided by the Institute from time to time. The space shall be provided on payment of license fee of Rs. 9640.00 per month subject to change, modification by the Institute authorities subject to evaluation or fair rental value as deemed fit by the Institute authority from time to time.

24. Quality of food/services provided will be inspected/checked from time to time and if found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, as included in the e-bidding document.

25. The conduct/characters/antecedents and proper bonafide of the workers in the snacks centre shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees (permanent, temporary, casual) to the Institute. All the employees should be police verified.

26. The decision to award the snacks centre services contract will be taken on the basis of prices quoted, feasibility, quality and quantity.

27. The contractor will use only the commercial cylinder and ISI marked gas stove for the purpose of cooking.

28. Police verification and worker's identity cards will be compulsory before taking the charge of complementary catering services (snacks centre). Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.

29. Electronic billing machine for token system will be necessary.

30. The tenderer shall be required to display the price list of all the food articles, soft drinks, tea, coffee and juice sold in the snacks centre. The prices of the items sold in NEIGRIHMS, SHILLONG snacks centre shall not be more than the local market rate and shall be got approved and reviewed by committee of NEIGRIHMS, SHILLONG officials on regular basis. The approved rate list shall be displayed at proper location within the snacks centre areas by the tenderer.

31. The tenderer must visit the campus and the snacks centre premise to see the infrastructure before bidding. The tenderer will be provided on monthly maintenance charge for the space and infrastructure like tables, chairs, lights, fans, water coolers and water supply. Snacks centre furniture, kitchen utensils, serving plates, LPG etc. will be provided by the tenderer.

32. Tenderer shall not sell any cigarette, bidi, pan, alcohol etc. in the snacks centre and in the NEIGRIHMS premises, if anyone are found indulged in this business the person shall be asked to leave the campus immediately and the tenderer shall be liable to lose the contract for breach of this condition.
33. As regards quality of materials and preparation, the tenderer shall ensure that: (a) Food ingredients, additives and materials must be of best quality available in the market, (b) Vegetables, bread, fruits, chicken and other such perishable items should be purchased fresh from the market on daily basis, (c) the Tenderer shall take meticulous care to provide clean and quality food in all preparations, (d) the menu decided by the Snacks centre Committee should be invariably followed. The committee members shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day, and (e) waste and garbage disposal must be done twice a day on regular basis.
34. The Tenderer shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
35. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than NEIGRIHMS, Shillong students, faculty, staff and visiting faculties/guests.
36. The Tenderer shall ensure that either he himself remains present during breakfast/lunch/dinner services to the students or one of his responsible supervisors remains present.
37. The tenderer shall not keep the snacks center closed without prior permission from the NEIGRIHMS, Shillong authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by NEIGRIHMS, Shillong, as it may deem fit.
38. The tenderer shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the snacks center, in addition to what is provided by NEIGRIHMS, Shillong.
39. Any attempt at negotiation direct or indirect on the part of the tenderer with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration
40. The Tenderer and his staff shall abide by various rules and regulations of NEIGRIHMS, SHILLONG as prevalent from time to time.
41. The Tenderer shall comply with all existing labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Tenderer in respect of non-compliance of any Labour legislation in force during the validity of the contract, the Tenderer would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
42. The Tenderer shall submit to NEIGRIHMS, Shillong a list of all workers engaged to carry out the catering work, indicating name, age, home address, qualifications, etc, and would also intimate as and when any change takes place. The Tenderer shall not at any time engage any minor to carry out the work under the contract.
43. The Tenderer shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
44. NEIGRIHMS, Shillong would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of NEIGRIHMS, Shillong rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff. The decision of NEIGRIHMS, Shillong authorities in this regard would be final and binding on the Tenderer. In such an event, NEIGRIHMS, Shillong shall have the right to engage any other tenderer to carry out the task.
45. The Tenderer and his staff shall comply with all instructions and directions of the NEIGRIHMS, SHILLONG authorities given from time to time. In the event of any emergent situation, the staff of the Tenderer shall comply with instructions given by the NEIGRIHMS, SHILLONG authorities, without waiting for confirmation by the Tenderer.
46. All the workers engaged by the Tenderer for carrying out tasks under this contract, shall be deemed to be the employees of the Tenderer only. The tenderer shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The tenderer shall also provide its Workers photo-identity cards which shall be checked by the NEIGRIHMS, SHILLONG, as and when necessary.
47. The Successful service agency/contractor shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of NEIGRIHMS, Shillong.
48. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of snacks center and other related documents including for complying with any statutory requirements and provisions of applicable laws.
49. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

50. The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.

51. **Dispute Settlement:** - It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, NEIGRIHMS, SHILLONG whose decision shall be final and binding on both the parties.

Additional Conditions:

52. Charges for the lunch, snacks etc. provided on occasions as per the orders of NEIGRIHMS, Shillong shall be processed by the respective section on submission of bills.

53. The payment towards hospitality bills of NEIGRIHMS, SHILLONG office shall be released on a monthly basis after scrutiny of authorization of supply and the prices claimed by tenderer. Any supply of food items without proper authorization by the designated authority of NEIGRIHMS, SHILLONG shall not be paid for.

54. The tenderer shall charge for beverage/bakery items etc., from student at prescribed rates in cash which is beyond the scope of contract for listed bonafide students availing fooding/catering services.

55. Similarly, as and when faculty/staff/visiting faculty avail fooding /mess services, such charges should be collected by the tenderer directly, and the Institute shall not be responsible for the same.

SECTION II: GENERAL CONDITIONS OF CONTRACT (GCC)

1. The e-bidder/contractor should have average annual financial turnover of Rs 10, 95,000.00 (Rupees Ten lakh Ninety Five thousand only) during the last three year as ending 31st March, 2017.
2. The e-bidder should have had the experience of running a registered/recognised Guest House/Hotel/Restaurant during last two years ending last day of month previous to the one in which e-tender are invited (i.e. August' 2017) either of the following: Provision of catering services / Guest house or hotel or restaurant in at least one organization or running one unit where the bidder had served regular meals to at least 100-150 heads per day.
3. The area of the Snacks Centre at the Public Utility block (1st floor /any other alternate area) is approximately 1378 sq. feet including kitchen area more or less.
4. E-tenderer shall have two years of experience in the related field, having necessary license/ clearance certificate of the State Food inspector/food authorities and should produce certified copies of certificate fulfilling the requirements. Prequalification /Post Qualification shall be entirely upon the capability and resources of prospective agency to perform the particular contract satisfactorily, taking into account their (i) experience and past performance on similar contracts (catering services / Guest house or hotel or restaurant) for the last two years (ii) Capabilities with respect to Personnel (At least two *Qualified Cook* , two *experienced attendant* , and two *cleaners*), Equipment (*automized equipments for catering purpose*) (iii) financial standing through annual report (*balance sheet and Profit & Loss account*) of last 3 (*three*) years. Fulfilment of eligibility criteria is to be supported with documentary evidence in the form of certified /self-attested copies of work order, completion certificates, report, payment certificates, indicating the period of work .In case of Joint venture/partnership firm, the experience of the signatory /lead agency will be taken into consideration for qualification of the agency.
5. The e-bidder must possess the requisite valid license issued by the competent authority for carrying out the business and shall be responsible for complying all laws pertaining to the services in question as well as those pertaining to employment of persons under him.
6. The participating agencies should offer/ quote minimum 75% of the items (foodstuff/menu) indicated by the Institute.
7. The agencies offering the highest average discount on the items(foodstuff/menu) offered by the purchaser (Subject to qualifying Clause 6 of GCC) will be taken for the purpose of price evaluation /selection.
8. Preference will be given to agencies (Added 2 % cost/discount benefit while considering Price evaluation as per having qualified professional like degree /diploma in hotel management & catering technology with minimum two years experience and submitting relevant qualifying documents with the techno-commercial bid.
9. The agency while submitting their tender form shall enclose certified Photostat copies of experience, license essential for carrying out the activities under reference, license and any other documents in support of carrying out the activities under reference from Competent Authority.
10. The agency must posses the requisite valid license issued by the competent authority for carrying out the business and shall be responsible for complying with all laws pertaining to the services in question as well as those pertaining to engagement of persons under him and should obtain necessary license/ clearance certificate of the State Food inspector/ health authorities and should produce certified copies of certificate fulfilling the requirements.
11. The personnel engaged by the selected agency must have proper and clean uniform for their identification. The personnel so engaged should have the basic knowledge of personal hygiene and safe & clean methods of food handling.
12. The personnel engaged by the selected agency associated with preparation and distribution of food will be required to undergo periodical medical checkups to rule out the possibilities of communicable disease/ infections diseases and anybody found suffering from such has to be kept out of engagement till he/ she is fully recovered. Whatever circumstances it may be the agency must insure that the facility is not hampered and serving standard is maintained as mentioned in the contract
13. The list of personnel deployed for food preparation, handling and serving have to be intimated to the administrative authority of the Institute from time to time. The manpower engaged by the agency will not join or form any union associated with the Institute or otherwise any political party.
14. There shall be no compromise on the quality of food supplied by the agency and if any such incidence or food adulteration is found, action deemed fit, including black listing the firm, shall be taken by the Competent Authority and all the rules of Prevention of Food Adulteration Act (PFA Act) will apply. The Food safety checklist "Annexure-A" prescribed by the Food Safety and Standards Authority of India , New Delhi (www.fssai.gov.in) as amended from time to time, should be signed and adhered to by the bidders/agency.
15. The agency has to abide by all statutory rules and regulation of the Government of India and will be responsible for complying of all payment of minimum wages and other social security benefits (ESI, PF, leave /holiday, etc) as per manpower law, in force from time to time for the manpower engaged by the agency and deployed in the hospital.
16. The agency will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining the harmonious atmosphere in the hospital and will be responsible for any act commission & omission of such persons.

17. The rates for different types of snacks /food /beverages, etc, once accepted, will remain the same for the entire period of contract or extended period, if any.
18. The hospital will provide only open space .Institute shall not provide kitchen accessories, appliances gas connection, utensils, crockery, cutlery and other Infrastructure. The agency shall use the water–supply and electricity economically, however consumption of water–supply and electricity shall be paid within the 10th of each and every month by the agency on actual basis or as conveyed by the Executive Engineer/Estate Section.
19. Only purified water (purified by Aquaguard/ Modiguard /Aquasure or other purifier of similar standard) has to be served in the mass
20. Burning of fuels except cooking gas is forbidden and shall be arranged by the agency. Use of electricity and solid fuel is strongly discouraged.
21. The agency should keep the outlet clean. If, at any point the out and its premises are found to be unclean, the agency shall be held responsible and action deemed fit shall be taken by the competent authority. All floors and counter tops are to be scrubbed regularly and non corrosive detergents or soap, and all vertical surfaces/wall are to be dusted /cleaned regularly. The standard of cleaning should be such that there is no visible dirt or marks at on point of time.
22. Shall keep eparate counters for the Institute staff, patient attendants /outsiders.
23. The agency shall not be allowed to prepare food in the Institute's premises, other than for NEIGRIHMS clients.
24. The agency shall bear at the expenses for running the outlet and the Institute shall not in any manner be liable for any damage caused on incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury caused to its workmen during discharging their duty.
25. The agency shall not be entitled to use the area allotted by the Hospital for any other purpose or business other than the specified services. In the event of loss/theft/damage of property caused due to negligence of any of the manpower of the agency, the Institute shall be entitled to get compensation from the agency as decided by Director, NEIGRIHMS or his authorized representative.
26. NEIGRIHMS would not be liable for any compensation due to stoppage/change in scope of work due to local disturbance, change of Govt. policy, Law and any other Judiciary, obstruction of delay by any out side elements agency.
27. The agency shall not sell cigarette, bidi, pan, gutka, tobacco items, alcohol or any other prohibited items. If anyone is found indulging in these businesses, the agency shall be asked to leave the campus immediately and the agency shall be liable to loose the service for breach of this condition.
28. If the agency gives wrong information in their tender and creates circumstances for acceptance of the bid, the Institute reserves the right to reject such tender or rescind contract at any stage.
29. The agency shall submit to NEIGRIHMS a list of all workers engaged to carry out the work, indication name, age, home address, qualification, etc and would also intimate as and when changes takes place. The agency shall not at any time engage any minor to carry out the work under the contract.
30. No subletting of work as a whole by the agency is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the Institute.
31. The agency and its manpower should not cause any disturbance, obstruction & hospital unrest in and around the hospital premises or within the said building or snacks centre at any time for any reason.
32. The agency should keep the snacks centre, other movables such as furniture, utensils etc., in good condition. If there is damage to building or other Institute property because of willful or negligent act or poor maintenance, the agency shall repair the same to reflect the original aesthetics or else the Institute shall levy a service charge of 200% over the cost or such repair work.
33. The agency should obtain all necessary permission, registration permits Licenses/ Sanctions from the appropriate Government/regulatory authorities concerned at his own cost, to run the snacks centre.
34. The agency shall be responsible for complete job of running and maintenance of the above premises and shall include house-keeping, cleanliness, room services, and catering services. All manpower required for the jobs shall be provided by the successful agency at its own cost. The agency should not permit to sub-lease the building or any part of the building or premises to any one.
35. The manpower engaged by the agency should wear the Uniform, be free from any contagious diseases and should obtain the Medical Fitness Certificate from the Office of the Medical Superintendent.
36. No revision of rates will be allowed during the contract period. The agency will be monitored by the Director, NEIGRIHMS or his authorized representative, at regular intervals. The agency is required to use 'A' class raw materials/Vegetables & ingredients for preparation of the food.
37. The agency is required to dispose-off the wastage properly, as advised by the Institute from time to time.
38. The agency shall not use the name of the NEIGRIHMS, Shillong in business dealing with other persons or traders.
39. The hospital campus is a "No Smoking Zone", hence sale and use of tobacco is prohibited.

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Operational:

The agency shall be responsible for procurement of all the raw materials. The raw materials procured will be of the highest quality, (FPO, AGMARK, or ISI marked should be adhered to as far as possible) fresh and fit for human consumption. The raw materials must be stored properly to avoid contamination and infestation with pests. Sample of the food materials in the store will be checked by the hospital representative from time to time. The Food safety checklist prescribed by the Food Safety and Standards Authority of India , New Delhi (www.fssai.gov.in) as amended from time to time, should be signed and adhered to by the bidders/agency.

Vegetarian and non-vegetarian items should be segregated properly at all stages; storage, preparation and serving. The agency will be responsible for collection, washing and cleaning of the serving trays/utensils/bottles etc (in case of non-disposable) with safe and standard quality of cleaning material.

The agency will be responsible for safe disposal of the leftover food/vegetable peels/and other kitchen garbage hygienically so that it does not pollute the environment etc. If disposables are used in any of the snacks centre, they should be disposed off, as per Civic/Municipal Authorities requirement from time to time.

Only LPG (or electricity when required for certain cooking procedures) 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.

2. Cleanliness:

The agency shall keep the cooking area scrupulously clean and in a sanitary condition to the satisfaction of the dietary department and administration. The agency shall not damage the cooking area as well as the fittings and fixtures in the cooking area provided by the Institute. In case of damage the agency shall be responsible for repair and replacement. It shall be the responsibility of the agency to engage adequate number of cleaners and safaiwalas and to provide them with adequate and necessary equipments/chemicals for keeping the area scrupulously clean. Anti rodent and pest control measures are to be strictly followed which will be the responsibility of the agency.

3. Manpower:

The agency shall engage adequate number of well trained manpower (cooks and bearers) at his own expense for the proper discharge of the responsibility entrusted to him under the agreement and such manpower shall be persons with enough experience. They shall be provided with uniforms, aprons, headgears, etc by the agency at their own cost and they are to be maintained in neat and tidy condition. The manpower engage by the agency shall be of good character and sound health. Manpower of the agency shall be provided with Identity Card that will be issued by agency under intimation to Chief Security Officer and Deputy Director, NEIGRIHMS. The agency at his own shall not entertain any outsider in the cooking area.

4. Security and Safety:

NEIGRIHMS, Shillong shall not be held responsible for any loss or damage due to any reasons whatsoever to any type of inventory that maybe kept in the area store by the agency. The premises provided to the agency should only be used for the purpose as mentioned in the contract (i.e Snacks Centre for NEIGRIHMS only). Under no circumstances, should the premises be used for any other purpose, than what has been mentioned in the contract. Agency will not store any hazardous and/or inflammable/ combustible goods or substances or articles in or around the cooking area.

5. Space and Accommodation:

Space will be provided by NEIGRIHMS, Shillong to the agency for a specified period of the contract. At the time of termination of the contract, the agency will have to hand over to NEIGRIHMS. On the expiry or earlier termination of this Agreement, the said area shall be vacated peacefully by the agency and handed over to the NEIGRIHMS, Shillong in the condition they had received. In case during the period of contract, the agency decides to terminate the contract, a notice for a period of not less than three months must be given to the NEIGRIHMS administration.

6. NEIGRIHMS 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, and unfit for human consumption or of unsatisfactory quality.
- B. To stop the service rendered by the agency, if detected not of the requisite standard.
- C. NEIGRIHMS Management shall on demand be supplied with a sample of any article of food or drinks for inspection and analysis.
- D. The agency shall allow the official of NEIGRIHMS to enter the cooking area in order to inspect and execute, any structural additions and alterations or repairs to the said cooking area premises, repairs to electric, water and sanitary installation, which maybe found necessary from time to time. The time and date for this purpose will be fixed with the mutual convenience of both the parties.
- E. The food analysts and Public Health Authority of the Government will have the right to inspect the premises and to collect the food sample as per the law. The agency will be solely responsible of any shortfall/deficiency in this regard.

7. Arbitration:

All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or as amended and the rules framed there under. Such Disputes shall be adjudicated by an arbitral tribunal comprising of three arbitrators, one to be engaged by each party and the two engaged arbitrators shall jointly appoint the third arbitrator for the purposes of constituting the arbitration tribunal. The arbitrators shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief. The place of arbitration shall be Shillong. The language of arbitration shall be English or Hindi.

8. Jurisdiction:

Notwithstanding any other court or courts having jurisdiction to decide the questions(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Shillong and only the said courts shall have jurisdiction to entertain and try such action(s) and /or proceedings to the exclusion of all the other courts.

9. Waiver:

No failure or delay by NEIGRIHMS in enforcing any right to remedy of NEIGRIHMS in terms of contract or any obligation or liability of the contractor in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by NEIGRIHMS and not withstanding such failure or delay, NEIGRIHMS shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

10. Penalty Clause:

Sl. No.	Penalty Clause	Fine	Fine as may be proposed by NEIGRIHMS
1.	Complaints regarding diet quality from patients or hospital staff	Replacement of food & Rs 100/- per complaints there after	
2.	Complaints from staff or patients	Rs 100/- per valid complaint	
3.	Not using apron, cap while cooking & serving and not removing nails of cooks employed weekly	Rs 100/- per occasion	
4.	System of keeping utensils with food on kitchen platform not followed	Rs 100/- per occasion	
5.	Not covering utensils containing food in place	Rs 100/- per occasion	
6.	System of using separate towel not followed	Rs 100/- per occasion	
7.	Deficiency of lapse in hygiene at preparation site	Rs 100/- per occasion	
8.	Uniform/conduct of staff – If the staff of the operator is found without prescribed uniform and if an improper conduct of the staff is observed	Rs 100/- per occasion. This will in addition to the right of the hospital administration to remove such staff from the hospital premises	
9.	Shortage of manpower	Rs 100 per occasion	
10.	Non compliance of environmental friendly disposal of garbage	Rs 500 per occasion	
11.	Ultimately deposit of monthly licensee fee, for delays beyond a month	Interest at the rate of 18% per annum	

e -Format to be placed in the e-Techno-commercial Bids - **TENDER APPLICATION FORM**

1.	Name and address of the Registered office of the agency/ firm	
2.	a	Name of the owner(s) Partners (Attach Bio-data of all Partners)
	b	Telephone no. /Fax/ Mobile contact
	c	Details of EMD No. Date, Amount, and Bank name
	d	PF number / GST details:
3.	a	Whether the firm/ agency is registered, attached copy of the certificate of registration and indicate
4.	a	Experience with Govt./Semi Govt./ Autonomous Bodies during last 3 years along (attach documentary proof / certificate from concerned organization)
5.		Name and Address of your Bankers stating the name in which the Account stands:-
6.		Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no:-
7.		Total number of Manpower/ No. of man-power engaged by the agency at present with qualification and experience details
8.		Are you in the list of approved agencies of any other organization/ institutions, if any give details (Append extra page if necessary):-
9.		Please attach the copies of the Annual certificate/ audited balance sheets for 2014-15, 2015-16 and 2016-17.
10.		List of Organizations/office, where firm is presently providing catering/snacks /fooding services (Mention)
12.		Details of the Similar work which have done by the contractor or in under process (please attach proof)

Year	Name of the Organization	Contact person Telephone Number
2014-15		
2015-16		
2016-17		

UNDERTAKING:

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution/ hospital in India.
3. The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide FD/Demand Draft no. _____, Dt. _____, drawn on bank _____, Branch _____.
4. I/We give the rights to NEIGRIHMS, Shillong to forfeit the earnest money deposited by me/us if any delay occur on my/employee's part or failed to supply the article within the engaged time or the items of desired quality.
5. There is no vigilance/CBI case or court case pending against the firm.
6. I hereby undertake to supply the items as per directions given in the tender document / supply order within stipulated period.
7. I shall be vacating any space that may be provided to me by the hospital authority to carry out the job or otherwise, before I put up the last bill of the contract period for payment.

Date: -
Place:

Signature of the agency/contractor:-
Designation:-
Full Name:

(Office seal of the agency/contractor)

Vital conditions for finalization of bids as per e-bidding documents:

1. The area of the Snacks centre at the Public Utility Block (first Floor /alternate area /any other alternate area) is approximately 1378 sq. feet including kitchen area more or less.
2. The agency will have to pay the establishment and maintenance cost on or before the 10th day of each and every month, which may be amended as & when felt appropriate by the Institute authorities .
3. The participating agencies should offer all of the items (foodstuff/menu) indicated by the Institute.
4. The agency offering the highest discount on the items(foodstuff/menu) offered by the purchaser (Subject to qualifying Clause 6 of GCC) will be taken for the purpose of price evaluation /selection.
5. Preference will be given to agencies (Added 2 % cost/discount benefit while considering Price evaluation as per GCC 8 , subject to Clause 6 of GCC) having qualified professional like degree /diploma in hotel management & catering technology with minimum two years experience and submitting relevant documents with the techno-commercial bid.

List of Requirement:

Sl. No.	Category	Description of Meal /Menu	Size / Composition	Quantity	Estimated Rate (INR)
1.01	Breakfast :	Bread with butter /jam	30gms(4"x3.5"x0.4") - (2 nos) /10 gms	1 plt	15
1.02		Cornflakes with milk	Cornflakes 50 gms + Milk 200 ml (1 cup)	1 bowl	20
1.03		Upma	120 gms	1 plt	20
1.04		Poori with sabji	Poori 60 gms - (2 pcs) + Sabji 100 gms (1 katori)	1 plt	25
1.05		Plain Paratha + Pickle	75 gms/10gms	1 no.	15
1.06		Stuffed Paratha + Pickle	75 gms/10gms	1 no.	25
1.07	Egg :	Boiled	50 gms	1 no.	8
1.08		Poached	50 gms	1 no.	12
1.09		Fried/Bull's eye	50 gms	1 no.	12
1.10		Omlette	50 gms	1 no.	15
1.11		Scramble	50 gms	1 no.	15
1.12	Lunch /Dinner :	Plain Rice	200 gms	1 plt	10
1.13		Fried Rice (Veg)	200 gms	1 plt	30
1.14		Fried Rice (Non - veg)	200 gms	1 plt	50
1.15		Biryani (Veg)	200 gms	1 plt	50
1.16		Biryani (Non - veg)	200 gms	1 plt	65
1.17		Roti /Chapatti	40 gms - (2 nos.)	1 plt	10
1.18		Plain Dal	100 gms	1 bowl	5
1.19		Fried Dal	100 gms	1 bowl	10
1.20		Chicken curry	50 gms each - (4 pcs)	1 bowl	60
1.21		Chicken butter masala	50 gms each - (4 pcs)	1 bowl	60
1.22		Chilli Chicken	50 gms each - (4 pcs)	1 bowl	60
1.23		Chicken Manchurian	50 gms each - (4 pcs)	1 bowl	60
1.24		Chicken with mushroom	50 gms each - (4 pcs)	1 bowl	60
1.25		Chicken meat ball	50 gms each - (6 pcs)	1 bowl	75
1.26		Fried Fish	75 gms each - (2 pcs)	1 plt	50
1.27		Fish curry	75 gms each - (2 pcs)	1 bowl	50
1.28		Fish balls /Fish finger	50 gms each - (6 pcs)	1 plt	60
1.29		Mori Ghanta	100 gms	1 katori	25
1.30		Palak Paneer	125 gms	1 bowl	75
1.31		Matar Paneer	125 gms	1 bowl	75
1.32		Paneer with vegetables	125 gms	1 bowl	75
1.33		Chilli Paneer	125 gms	1 bowl	75
1.34		Steamed baby corn	100 gms	1 plt	20
1.35		Mixed vegetables	100 gms	1 bowl	15
1.36		Aloo dom	100 gms	1 bowl	10
1.37		Aloo gobi	100 gms	1 bowl	10
1.38		Vegetables with mushroom	100 gms	1 bowl	15
1.39		Vegetable Pakora	6 pcs	1 plt	25
1.40		Baingan Bharta	100 gms		10
1.41		French fries	100 gms	1 plt	20
1.42		Green salad		1 plt	25
1.43		Khasi Mixed Salad	100 gms		10
1.44		Indian Thali (Veg.):	Roti	20 gms	1 no
	Plain Rice		200 gms	1 plate	

TENDER ENQUIRY NO: NEIGR/S&P/OT/E-32/2017 -18

		Plain Dal	100 gms	1 bowl	
		Mixed vegetables	100 gms	1 bowl	
		Papad		1 no.	
		Pickle	10 gms		
		Salad	100 gms		
1.45	Indian Thali (Non – Veg.):	Roti	20 gms	1 no	60
		Plain Rice	200 gms	1 plate	
		Plain Dal	100 gms	1 bowl	
		Mixed vegetables	100 gms	1 bowl	
		Fish	80 gms	1 pc.	
		<i>or</i>			
		Chicken	100gms	2 pcs.	
		Salad	100 gms		
1.46	Khasi Thali -	Pulao (jadoh stem)/Plain Rice	200 gms	1 plt	60
		Dohkhleh/Dohjem/Chicken	100 gms	1 bowl	
		Fried vegetables	100 gms	1 bowl	
		Local Chutney (tungrymbai /tungtap)	20 gms		
		Salad (local)	100 gms		
1.47	All Time Items:	Pastries (different types)		1 no.	25
1.48		Burger (Veg.)		1 no.	30
1.49		Burger (Non – Veg.)		1 no.	40
1.50		Hot dog (Veg.)		1 no.	30
1.51		Hot dog (Non – Veg.)		1 no.	40
1.52		Patties (Veg.)		1 no.	15
1.53		Patties (Non – veg.)		1 no.	25
1.54		Chop (Veg.)		1 no.	30
1.55		Chop (Non – veg.)		1 no.	40
1.56		Steamed Momo (Veg.)	6 pcs	1 plt	30
1.57		Steamed Momo (Non – veg.)	6 pcs	1 plt	45
1.58		Roll (Veg.)		1 no.	40
1.59		Roll (Non – veg.)		1 no.	50
1.6		Pizza (Veg.)		1 plt	45
1.61		Pizza (Non – veg.)		1 plt	60
1.62		Sandwich (Veg.)		1 plt	30
1.63		Sandwich (Non – veg.)		1 plt	45
1.64		Wanton Fry (Veg.)	6 pcs	1 plt	45
1.65		Wanton Fry (non –veg.)	6 pcs	1 plt	60
1.66		Noodles (Veg.)	200 gms	1 plt	50
1.67		Noodles (Non – veg.)	200 gms	1 plt	60
1.68		Plain Dosa + sambar	9" diameter	1 plt	50
1.69		Masala Dosa + sambar	9"diameter	1 plt	60
1.70		Idli Steamed	Idli Steamed - 2 pcs + Sambar 60 gms	1 plt	50
1.71		Chole Bhatura	Chole - 2 pcs + Bhatura 200 gms	1 plt	50
1.72		Samosa		1 no.	15
1.73		Kachuri		1 no.	15
1.74		Sweet items:	Rosgulla		1 no.
1.75	Rasmalai			1 no.	15
1.76	Kalakand			1 no.	15
1.77	Ladoo			1 no.	15
1.78	Lal mohan			1 no.	15

TENDER ENQUIRY NO: NEIGR/S&P/OT/E-32/2017 -18

1.79	Miscellaneous items:	Boiled Sandesh		1 no.	15
1.80		Sweet Lassi	250 ml	1 glass	35
1.81		Plain Lassi	250 ml	1 glass	35
1.82		Biscuit (Britannia/ Parle /Bisk farm /Cadbury /Etc)			As per company's price
1.83		Fruit Drinks (Real /Natural /Tropicana/ Etc)			
1.84		Mineral water (Bailey /Beads / Etc)			

NEIGRIHMS