

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, VIJAYPUR, JAMMU – 184120

(A Central Autonomous Body under PMSSY, MoH&FW, Government of India)

NIT Ref No: AIIMS/JMU/Tender/Kitchen/ 24-25/1

Dated: 28th December 2024

NIT for Planning, Designing, Supplying, Installation, Commissioning, Maintenance and Operation of Hospital Kitchen and Patient Dietary Services for AIIMS, Vijaypur, Jammu



Address to:

Deputy Director (Administration)

All India Institute of Medical Sciences, Vijaypur, Jammu-184120

Office Address: 6th Floor, Academic Block, AIIMS, Vijaypur, Jammu-184120

NIT Document can be downloaded from following websites:

- <https://www.eprocure.gov.in/epublish/app>
- <https://www.aiimsjammu.edu.in/>

If any Bidder cannot download the tender documents from the above websites. They may collect the Hard copy of the same from Procurement Section, AIIMS, Vijapur, Jammu.

INDEX

Section/ Annexure	Topic	Page No.
Section I	Notice inviting Tender (NIT)	3
Section II	General Instructions to Tenderers (GIT)	6
Section III	General Conditions of Contract (GCC)	25
Section IV	Special Conditions of Contract (SCC)	31
Section V	Technical Specifications	42
Annexure A	Turnkey works for main kitchen	48
Annexure B	Special note for site visit	51
Annexure C	Standard operating procedures	52
Annexure D	Indicative list of equipment and utensils	62
Annexure E	Suggested brands of raw materials	66
Annexure F	Sample diet orders	69
Annexure G	Distribution and rate proportion of different diets	76
Annexure H	Food items (raw unit) for calculating unit rate of general diet per patient per day	77
Annexure 1	Compliance sheet	78
Annexure 2	Checklist for Technical Bid Scoring	81
Annexure 3	Tender Form	83
Annexure 4	Mandate form for electronic fund transfer/RTGS transfer	84
Annexure 5	Integrity pact	85
Annexure 6	Bidder Profile	90
Annexure 7	Details of experience	92
Annexure 8	Undertaking	93
Annexure 9	Bank Guarantee Form for EMD	94
Annexure 10	Bank Guarantee Form for Performance Security	95
Annexure 11	Format for Financial Bid	96
Annexure J	Public Procurement Order (Preference to Make in India)	97

SECTION-I**Notice Inviting Tender for Planning, Designing, Supplying, Installation, Commissioning, Maintenance, and Operation of Hospital Kitchen, Patient Dietary Services for the AIIMS Vijaypur, Jammu**

Bids /Proposals are invited offline on behalf of “The Executive Director & CEO”, AIIMS, Vijaypur, Jammu, in the Two Bid System (i.e., Technical Bid and Financial Bid) from eligible and qualified prospective bidders, through CPP portal <https://www.eprocure.gov.in/epublish/app> and website of AIIMS, Vijaypur, Jammu <https://www.aiimsjammu.edu.in/> for Planning, Designing, Supplying, Installation, Commissioning, Maintenance, and Operation of Hospital Kitchen, Patient Dietary Services for the AIIMS Vijaypur, Jammu.

Sl. No.	Tender ID	Item name	Qty.	EMD (Rs.)	Estimated cost (Rs.)
1	AIIMS/JMU/Tender/Kitchen/ 24-25/1 Dated: 28 th DECEMBER, 2024 (SATURDAY)	Planning, Designing, Supplying, Installation, Commissioning, Maintenance, and Operation of Hospital Kitchen, Patient Dietary Services for the AIIMS Vijaypur, Jammu	1	10,00,000	4,85,00,000

Sd/-
Deputy Director (Administration)
AIIMS Vijaypur, Jammu

Bid Schedule Critical Dates

1.	Date of Issue/Publishing	28/12/2024 Time 13:00 Hrs. (Saturday)
2.	Number of Covers	02 (Two)- Cover-I (Technical Bid) and Cover-II (Financial Bid)
3.	Bid Document Download Starting Date	28/12 /2024 Time 13:15 Hrs (Saturday)
4.	Place of Submission of Bid Documents	Tender Box, Placed at Committee Room of Procurement Section, 5 th Floor, Academic Block, AIIMS, Vijaypur, Jammu-184120
5.	Bid Submission Starting Date	28/12/2024 Time 13:30 Hrs. (Saturday)
6.	Pre-Bid Meeting (For any query related to tender)	04/01/2025 Time 11:00 Hrs. Pre-bid meeting to be carried out physically at Board Room, 6 th Floor, Academic Block AIIMS, Vijaypur, Jammu-184120
7.	Bid Submission End Date	20/01/2025 Time 17:30 Hrs. (Monday)
8.	Date and Time of Opening of Technical Bids (Cover-I)	21/01/2025 Time 11:00 Hrs. (Tuesday)
9.	Date of Opening of Financial Bids (Cover-II)	28/01/2025 Time 11:00 Hrs. (Tuesday)
10.	Estimated Cost	Rupees 4.85 Crores(approx.)
11.	Tender Process Fee (Non-refundable)	Rs.2,000/-, to be paid via NEFT/RTGS in favor of AIIMS, Vijaypur, Jammu along with bid documents(Account details provided at S. no. 16 below).
12.	EMD (Earnest Money Deposit)	Rs. 10,00,000/-
13.	Performance Bank Guarantee	10% of the Contract Value
14.	Bid Validity	180 days from the tender opening date
15.	Contact detail E-mail id	Deputy Director (Administration) dda@aiimsjammu.edu.in
16.	Bank details for EMD and PBG	Account Name: All India Institute of Medical Sciences, Vijaypur Account No.: 41945059148 IFSC Code: SBIN0017695 Bank Name: State Bank of India Branch: HNI Branch, Rail Head Complex, Bahu Plaza, Jammu

Any query related to the tender can be mailed to dda@aiimsjammu.edu.in

Bids for the tender will be accepted through offline mode, in Tender Box only.

Sd/-
Deputy Director (Administration)
AIIMS Vijaypur, Jammu

SPECIFIC Instructions for Tender Participation: -

1. Interested bidders are advised to download the complete Tender Enquiry document from the <https://www.eprocure.gov.in/epublish/app> & AIIMS VIJAYPUR WESITE <https://www.aiimsjammu.edu.in> for complete details.
2. The Bidder shall download the Bidding Document directly from the designated websites and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected, and action will be taken as per terms of the tender.
3. Bidders are advised to follow the instructions, for submission of their bid(s), as provided in the CPPP website and are requested to read them carefully before proceeding for bidding.
4. The tenderers shall submit Tender Processing Fee in physical form at the scheduled time and venue.
5. Tenderer may download the tender enquiry documents from the web site the <https://www.eprocure.gov.in/epublish/app> & AIIMS VIJAYPUR WESITE <https://www.aiimsjammu.edu.in>
6. The bidders shall submit the required Tender Processing Fee (via NEFT/RTGS) as mentioned above in Bid Schedule Critical dates. In the case of the SSI/NSIC unit, the current SSI/NSIC certificate must be deposited by the bidder along with his tender which is issued in favour of the bidder for this type of job for seeking exemption from submitting EMD & Tender Fee.
7. Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting.
8. All prospective tenderers may attend the Pre-Tender meeting in person at the venue, date and time indicated above.
9. Bidders shall ensure that their bids are complete in all respects and are submitted in Physical form at Room Number 519, 5TH Floor of Academics Block, Procurement Section, AIIMS, Vijaypur, Jammu before end date.
10. Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications regarding any problems being faced during bid submission shall be entertained in the last week of bid submission.

Sd/-
Deputy Director (Administration)
AIIMS Vijaypur, Jammu

SECTION – II**GENERAL INSTRUCTIONS TO TENDERERS(GIT)****CONTENTS**

S.No.	Topic	PageNo.
A	PREAMBLE	
1	Definitions and Abbreviations	8
2	Introduction	10
3	Language of Tender	10
4	Eligible Tenderers	10
5	Eligible Goods and Services	10
B	TENDER ENQUIRY DOCUMENTS	
6	Contents of Tender Enquiry Documents	11
7	Amendments to Tender Enquiry Documents	11
8	Clarification of Tender Enquiry Documents	11
C	PREPARATION OF TENDERS	
9	Documents Comprising the e-Tender	11
10	Tender Currencies	12
11	Tender Prices	12
12	Indian Agent	13
13	Firm Price	13
14	Alternative Tenders	13
15	Documents Establishing Tenderer's Eligibility and Qualifications	13
16	Earnest Money Deposit (EMD)	13
17	Tender Validity	14
D	SUBMISSION OF TENDERS	
18	Submission of Tenders	15
19	Late Tender	15
20	Alteration and Withdrawal of Tender	15
E	TENDER OPENING	
21	Opening of Tenders	15
F	SCRUTINY AND EVALUATION OF TENDERS	
22	Basic Principle	15
23	Scrutiny of Tenders	16
24	Minor Infirmary/Irregularity/Non-Conformity	16
25	Discrepancy in Prices	16

26	Discrepancy between original and copies of Tender	17
27	Qualification Criteria	17
28	Evaluation of tender	19
29	Comparison of Tenders	21
30	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	21
31	Tenderer's capability to perform the contract	22
32	Contacting the Purchaser	22
G	AWARD OF CONTRACT	
33	Purchaser's Right to Accept any Tender and to Reject any or All Tenders	23
34	Award Criteria	23
35	Variation of Quantities at the Time of Award	23
36	Notification of Award	23
37	Issue of Contract	23
38	Non-receipt of Performance Security and Contract by the Purchaser	24
39	Return of EMD	24
40	Corrupt or Fraudulent Practices	24

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) "Purchaser" means Ministry of Health & Family welfare Govt. of India (AIIMS Vijaypur, Jammu)
- (ii) "e-Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "e-Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iv) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (vi) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vii) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (viii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) "Consignee" means the Hospital (AIIMS, Vijaypur, Jammu to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract, then that "another" person is the consignee, also known as ultimate consignee.
- (xi) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xiii) "Day" means calendar day.
- (xiv) "Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/ Departments in pursuance of this order.
- (xv) "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

- (xvi) Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

1.3. Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "AOC" means Award of Contract
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "NSIC" means National Small Industries Corporation
- (viii) "PSU" means Public Sector Undertaking
- (ix) "CPSU" means Central Public Sector Undertaking
- (x) "LSI" means Large Scale Industry
- (xi) "SSI" means Small Scale Industry
- (xii) "LC" means Letter of Credit
- (xiii) "DP" means Delivery Period
- (xiv) "BG" means Bank Guarantee
- (xv) "ED" means Excise Duty
- (xvi) "CD" means Custom Duty
- (xvii) "VAT" means Value Added Tax
- (xviii) "CENVAT" means Central Value Added Tax
- (xix) "CST" means Central Sales Tax
- (xx) "RR" means Railway Receipt
- (xxi) "BL" means Bill of Lading
- (xxii) "FOB" means Free on Board
- (xxiii) "FCA" means Free Carrier
- (xxiv) "FOR" means Free on Rail
- (xxv) "CIF" means Cost, Insurance and Freight
- (xxvi) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally, the Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.
- (xxvii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxviii) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxix) "MOH&FW" means Ministry of Health & Family Welfare, Government of India
- (xxx) "Dte. GHS" means Directorate General and Health Services, MOH&FW.
- (xxxi) "CMC" means Comprehensive Maintenance Contract (labour, spare and preventive maintenance)
- (xxxii) "RT" means Re-Tender.
- (xxxiii) "GST" means Goods and Services Tax

2. Introduction

- 2.1 All India Institute of Medical Sciences, Vijaypur, Jammu, hereinafter known as AIIMS, Jammu is one of the Institutions of National Importance (INIs) in India governed by the AIIMS Act 1956 getting established under PMSSY project, Ministry of Health & Family Welfare, Government of India.
- 2.2 The institution is likely to be operationalized in phases. **Initially 150 beds will be functional at the time of commissioning and will be increased to 750 beds over the subsequent years.**
- 2.3 Bidder is responsible for planning, designing, supplying, installation, commissioning, maintenance, and operation of Patient Dietary services for AIIMS Jammu as desired by Executive Director and CEO, AIIMS, Jammu. The contract will be valid for **03 (THREE) YEARS**, extendable up to next **03 (THREE) YEARS**, w.e.f. the date of notification of award of contract to the selected bidders as per the satisfactory performance and on approval of the competent authority.
- 2.4 The Bidder is expected to provide dietary services to the patients on turnkey basis. **The institution is hiring the services only. The equipment will be the responsibility of the successful bidder and institution will not cover the cost of the equipment.**
- 2.5 This section (Section II - "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.6 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Language of Tender

- 3.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 3.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi Language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.

4. Eligible Tenderers

This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents and as per GIT.

5. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

B. TENDER ENQUIRY DOCUMENTS

6. Content of Tender Enquiry Documents

- 6.1 In addition to Section I – “Notice inviting Tender” (NIT), the Tender Enquiry (TE) documents include:
- Section II – General Instructions to Tenderers (GIT)
 - Section III – General Conditions of Contract (GCC)
 - Section IV – Special Conditions of Contract (SCC)
 - Section V – Technical Specifications
- 6.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned sections. The interested tenderers are expected to examine all such details etc. to proceed further.

7. Amendments to TE documents

- 7.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 7.2 The clarification/amendments to the queries or otherwise will be uploaded on the website of AIIMS, Vijaypur, Jammu and CPP Portal for Bidders' information. Bidders are required to consider all the clarifications/amendments while preparing their bid proposals. Therefore, bidders are requested to visit the website on regular basis to check for necessary updates. These changes can be incorporated up to 7 days before the last date of bid submission.
- 7.3 **The Prospective bidders are also advised to check the website regularly prior to closing date and time of submission of bids**
- 7.4 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. Clarification of TE documents

A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing on their letter head duly signed and scanned through email to dda@aiimsjammu.edu.in. The purchaser will respond to such request provided the same is received by the purchaser **at least two days prior to the pre-bid meeting. Any queries/representations received later shall not be taken into cognizance.**

C. PREPARATION OF TENDERS

9. Documents comprising the Tender

- 9.1 **Two bid system:** The required hard copies of respective bids viz. Technical and Financial, shall be submitted separately in sealed envelopes and both bids will be submitted in one outer envelope superscribing the title of the “**NIT for Planning, Designing, Supplying, Installation, Commissioning, Maintenance and Operation of Hospital Kitchen and Patient Dietary Services for AIIMS, Vijaypur, Jammu-184120**” alongwith Tender Id, before the last date of submission of the bids as per the schedule for critical dates given in this NIT. The participating Bidder shall submit all requested bid documents (i.e. Technical and Financial Bid) duly signed and scanned copies in the tender box kept in Procurement Section, AIIMS, Vijaypur, Jammu.

If any of the requested document(s) scanned copies are/is not found submitted in the tender box by the Bidder, their bid is liable for rejection. Thus, please study this tender very carefully and fill it out accordingly. Thus, the bid must consist of following:-

a) **Technical Bid:** Separate envelope consisting of technical bid documents must be superscribed as Technical bid, which shall be opened as per the Bid Schedule Critical dates. Technical bid must be complete in all respects and contains the required enclosures, as mentioned below at “**Annexure-1**”.

b) **Financial Bid:** Separate envelope consisting of financial bid documents must be superscribed as Financial bid. Price shall be quoted by the bidders in the prescribed format as per the “**Annexure-11**”.

Note:

- i) The Sealed Technical bid envelope of all bidders will be opened first. The financial bid of only those bidders will be considered who qualify for the technical evaluation.
- ii) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in formats and must not tamper the contents of the sheets.
- iii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- iv) The bidders have to follow the steps listed in *Bidding Manual* –for submission of the Price Bid.
- v) The supplier shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender.

9.1 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

9.2 A tender, which does not fulfill any of the tender requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored.

9.3 Bidders to submit their bid through Tender box(as mentioned above) only. Tender received through any other mode shall be summarily rejected.

10 Tender currencies

- a) The tenderer shall quote only in Indian Rupees.
- b) Tenders, where prices are quoted in any other currency shall not be accepted and are liable to be rejected.

11 Tender Prices

The Tenderer shall quote rates in the financial bid format(Annexure- 11). All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer, if nothing is mentioned it would be presumed as included.

Note: The bidders have to quote rate for all the schedules. The purchaser will have the right to award the work to any bidder as per the eligibility and to the best benefit of the exchequer.

12 Indian Agent:

If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT subclause 10(b) above, shall also furnish the following information:

- a. As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents, who desire to quote directly on behalf of their foreign principals, to get themselves enlisted with the Central Purchase Organization (e.g. DGS&D).
- b. The complete name and address of the Indian Agent and its permanent income tax account number as Indian Income Tax authority.
- c. The details of the services to be rendered by the agent for the subject requirement.
- d. Details of Service outlets in India, nearest to the consignee(s).
- e. A copy of agreement between the Agent & their principal detailing the terms & conditions as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business as laid out in section V (Technical specifications).
- f. Principal's/Manufacturer's original Proforma Invoice with the price bid.

13 Firm Price:

Prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. If a firm quotes NIL charges the bid shall be treated as unresponsive and will not be considered.

14 Alternative Tenders:

- 14.1 Alternative Tenders are not permitted.
- 14.2 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/services. 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/services in the same tender.

15 Documents Establishing Tenderer's Eligibility and Qualifications:

- 15.1 Pursuant to GIT clauses, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if his/her/their tender is accepted.
- 15.2 The documentary evidence required to establish the tenderer's qualifications shall fulfil the following requirements:
 - a) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in GIT clauses.
 - b) In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier as specified in the conditions of contract.

16 Earnest Money Deposit (EMD):

- 16.1 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading, or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the

required performance security within the specified period.

- 16.2 The tenderer shall furnish along with its tender, earnest money amounting to Rs.10,00,000/- (ten lakhs only).
- 16.3 The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in one of the following forms:
- i) Fixed Deposit Receipt
 - ii) Bank Guarantee
- 16.4 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.
- 16.5 Bank details for necessary issuance of 'Structured Financial Messaging System (SFMS)' in case the Bid Security (i.e. EMD) is submitted in the form of Bank Guarantee:
Account Name: All India Institute of Medical Sciences, Vijaypur
Account No.: 41945059148
IFSC Code: SBIN0017695
Bank Name: State Bank of India
Branch: HNI Branch, Rail Head Complex, Bahu Plaza, Jammu
- 16.6 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender is 180 days, the EMD shall be valid for **225 (180+45) days** from Techno – Commercial Tender opening date.
- 16.7 Bid security of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity period or latest within 30 days after the award of the contract. Successful tenderer earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 16.8 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).
- a) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
 - b) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under Public Procurement Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

17 Tender Validity:

- 17.1 The tenders shall remain valid for acceptance for a period of **180 days** after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 17.2 In exceptional cases, the tenderers 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 tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its

tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.

17.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

D. SUBMISSION OF TENDERS

18 Submission of Tenders:

The tenderers must ensure that they submit the tenders Offline **only** (through Tender Box placed at Procurement Section, AIIMS, Jammu) within the scheduled closing date & time. They shall also ensure to submit the proof of Tender Processing Fee within its scheduled date & time along with Technical bid.

19 Late Tender:

The tenders received after due date, time and place mentioned above shall not be entertained under any circumstances.

20 Alteration and Withdrawal of Tender

The tenderer, is permitted to change, edit, or withdraw its bid on or before the end date & time of submission of bids.

E. TENDER OPENING

21 Opening of Tenders:

21.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on/is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the scheduled time and place on the next working day.

21.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

21.3 This being a Two-bid Tender system, the Technical bids are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Technical bid opening, the tender opening official(s) will read the salient features of the tenders like, delivery period, Earnest Money Deposit, and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Technically qualified bids (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial tender.

F. SCRUTINY AND EVALUATION OF TENDERS

22 Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders would be received. No new condition will be brought in while scrutinizing and evaluating the tenders.

23 Scrutiny of Tenders

- 23.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents submitted are in legible form.
- 23.2 The Purchaser's determination of a Tenders responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 23.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily rejected.
- 23.4 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be rejected:
- (i) Tender validity is shorter than the required period.
 - (ii) Required EMD or its exemption documents have not been provided.
 - (iii) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - IV – "Special Conditions of Contract", for due performance of the contract.
 - (iv) Poor/ unsatisfactory past performance.
 - (v) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (vi) Tenderer is not eligible as per GIT Clauses 4 and 15.
 - (vii) Tenderer has not quoted for the entire quantity as specified in Annexure 11.
 - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law etc.

24 Minor Informality/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser finds any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and also, does not prejudice or affect the ranking order of the tenders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the concerned tenderer by email or as the case may be, asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives unsatisfactory response, that tender will be liable to be rejected.

25 Discrepancies in Prices

- 25.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price will be corrected accordingly.
- 25.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 25.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 25.1 and 25.2 above.
- 25.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by email. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be rejected.

26 Discrepancy between original and copies of Tender

At any point of time, if discrepancy is found between the original and copies submitted by the tenderer to substantiate their eligibility criteria, his/her tender is liable for rejection during tendering process or during currency of contract.

27 Qualification Criteria

27.1 Tenders of the tenderers, which do not meet the required Qualification Criteria as outlined below will be treated as non-responsive and will not be considered further:

- i. Bid should be complete, covering the entire scope of job and should conform to the General and Special Conditions indicated in the bid documents. Incomplete and non-conforming bids will be rejected outright.
- ii. The firms / agencies should have at least three years' experience of providing Patient Kitchen services to atleast 200 bedded as single unit hospital of State Govt. / Central Government / Private Hospital alongwith a Performance Certificate from the aforementioned purchaser/consignee, where the job was executed.
- iii. The Bidder must have an average annual turnover of Rupees 3 crores (Rupees THREE crore only) in any two consecutive financial years in last six financial years i.e. from 2018-19 to 2023-24 in a similar line of business. The bidder must submit Chartered Accountant(CA) certified copy of Annual Turnover for F.Y. 2018-19 to 2023-24, to be considered for marking in technical bid evaluation.
- iv. If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.
Note: The AIIMS, Jammu (Purchaser) reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.
- v. The bidder must have a valid labour license.
- vi. Bidder should have certificate of registration with Income Tax Dept., GST, EPF, ESIC.
- vii. Bidder should have a valid ISO 9001-2015 **and** 22000-2018 **and/or** updated FSSAI certificate.
- viii. The Bidder must have atleast 40 employees on his/her payroll in similar line of business i.e., hospital kitchen and patient dietary services continuously for a period not less than two years in last six financial years ending on 31st March 2024 (PF and ESI contribution proof of the said employees to be provided alongwith Technical bid).
- ix. The bidder should have not been debarred/blacklisted/should have not been terminated/ceased without completing the entire duration of the contract period during the past three (03) years from the last date of submission of bids.
- x. A firm having any suit/criminal case pending against its proprietor/ partner or any of its Directors (in case of Pvt. Ltd. Company) or having been earlier convicted for violation of PF/ESI/Minimum Wages Act or any other laws in force shall be informed prior in writing on affidavit from first class magistrate and to be submitted with the Bid document.
- xi. Eligible bidders should submit a solvency certificate issued by a Nationalized / Scheduled bank anytime during the last six month from the date of tender opening, for a value of not less than 30% of the cumulative estimated value of work (i.e. Rs.1,45,50,000/-).

- xii. The successful bidder must have an office at Vijaypur/Samba or register and establish the same with concerned govt. authorities within 30 days from the award of contract and should be operational until the entire duration of contract.

NOTE:

- The tenderer shall give an affidavit as under:
“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”
- It is the responsibility of bidder to go through the Tender Enquiry Document to ensure submission of all required documents in addition to above, failing which their bid may be rejected.
- The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments.
- A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the Executive Director & CEO, AIIMS Jammu may without prejudice to other Civil and criminal remedies cancel contract and hold the signatory liable for all cost and damages.
- Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer’s capability and capacity to perform the contract satisfactorily before deciding on award of Contract, circumstances warrant such an assessment in the overall interest of the Purchaser.

27.2 The AIIMS Jammu (Purchaser) reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

The Start-ups are defined in Annexure-A of the “Action Plan for Start-ups in India”. The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

The Notification is available in the below link:

http://www.finmin.nic.in/the_ministry/dept_expenditure/ppcell/RelaxNorms_StartupMedEnterprise25072016.pdf

The FAQs are available in the below link:

http://dipp.nic.in/English/Investor/startupindia/FAQs_StartupIndia_30March2016.pdf

Note:- Definition of Startup (only for the purpose of Government schemes) (Ref: Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25th July 2016.)

Start-up means an entity, incorporated, or registered in India not prior to five years, with annual turnover not exceeding INR 25 crore in any preceding financial year, working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property. Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence. Provided also that an entity shall cease to be a Start-up if its turnover for the previous

financial years has exceeded INR 25 crore, or it has completed 5 years from the date of incorporation/ registration. Provided further that a Start-up shall be eligible for tax benefits only after it has obtained certification from the Inter-Ministerial Board, setup for such purpose.

28 Evaluation of tender

As per General Financial Rules 2017 (Ministry of Finance Department of Expenditure), Combined Quality Cum Cost Based System (QCBS) method for selection will be used by AIIMS Jammu.

A. TECHNICAL BID EVALUATION CRITERIA

S. No.	PARAMETERS	SCORING METHOD		MARKS
		Max. Marks		
1	Working experience as per bed strength in supplying Hospital Patient Diet Services to a Govt. Hospitals / any reputed Private Hospital as a single work order in last 03 years (Sufficient proof to be submitted by the bidder for verification with details of contact person with address).	Max. Marks	25 marks	
		More than 600 beds	25 marks	
		401 Beds – 600 Beds	20 marks	
		200 Beds-400 Beds	15 marks	
2	Total number of work experience (in years) in Supply, Installation, Testing & Commissioning of Hospital Patient Diet Services to a Minimum of 200 Bedded Hospitals as single unit hospital (Sufficient proof to be submitted by the bidder for verification with details of contact person with address).	Max. Marks	25 marks	
		More than 8 years	25 marks	
		6 -8 years	20 marks	
		3 - 5 years	15marks	
3	Average annual turnover from Supplying Hospital Patient Diet Services in any previous two consecutive years in last six financial years ending on 31 st March 2024 (Proof duly Certified by Chartered Accountant).	Max. Marks	20 marks	
		More than Rs. 7 crores	20 Marks	
		More than Rs. 5 crore - Rs. 7 crores	15 Marks	
		Rs. 3 crore – Rs. 5 crores	10 Marks	
4	Total number of employees engaged by the service provider in similar line of business i.e., hospital kitchen and patient dietary services continuously for a period not less than two years in last six financial years ending on 31st March 2024 (Proof verified by PF and ESI documents).	Max. Marks	20 marks	
		More than 70	20 marks	
		More than 50-70	15 marks	
		40-50	10 marks	

5	Valid certification of the service provider in respect of the relevant certificates (Sufficient proof to be submitted by the bidder).	Max. Marks	10 marks	
		FSSAI and ISO 22000:2018 Certificate + ISO 9001:2015	10 Marks	
		FSSAI or ISO 22000:2018 Certificate + ISO 9001:2015	5 Marks	
Total marks				

NOTE:

- Bidder has to score atleast an overall minimum score of 60 in the technical bid evaluation, in order to be technically qualify for further consideration for financial bid evaluation.
- The Technical bids will be allotted weightage of 70%, while the financial bid will be allotted weightage of 30%

B. FINANCIAL BID EVALUATION:

- i. The financial bid evaluation will be considered only for the technically qualified bidders.
- ii. Bidders are required to quote the price of general ward regular diet per patient per day only in Indian Rupees in the Financial bid as per Annexure 11.
- iii. Offers with price variation clause will not be accepted.

C. SELECTION OF SUCCESSFUL BIDDER:

- i. The bidder with the highest total score (Technical + Financial) will be declared as the successful bidder. In case of tie in marks, bidder scoring more marks in quality component will be given preference.
- ii. The following formula will be used to evaluate the overall ranking of the qualified tenders.

$$\text{Overall Score} = \frac{\text{Score of Technical Bid} \times 70}{\text{Highest Score of Best Technical Bid}} + \frac{\text{Lowest Financial Bid} \times 30}{\text{Price quoted in Financial bid}}$$

- iii. Selection of tender will be based on overall score calculated from the above formula. An Example of the same is presented below:

Bidder	Score of Technical Bid	Price of Financial Bid	Overall Score	Overall Rank
Company A	90	480	98.75	First
Company B	80	470	91.58	Third
Company C	80	460	92.22	Second

Note:

- The evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between the partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- In case two or more agencies are found to have scored equal marks, the tender will be awarded to the bidder who will score more marks in the quality component.
- AIIMS Jammu reserves the right to negotiate the quoted price with the successful bidder to arrive at a fair and reasonable price.
- The AIIMS Jammu is not bound to award the contract at the lowest price received in the Tender and reserves the right to decide on a fair and reasonable price for the services tendered for any counteroffer to the bidders. All other terms and conditions of the tender shall remain operative even if a counteroffer rate is offered to the bidders.
- Technical Bid containing commercial details or Revelation of Prices in any form or by any reason before opening the Financial Bid shall not be considered.
- The Institute reserves the right to seek clarifications or additional information/ documents from any bidder regarding its technical bid. Such clarification(s) or additional information/document(s) shall be provided within the time specified for the purpose. Any request and response thereto shall be in writing. If the bidder does not furnish the clarification(s) or additional information/document(s) within the prescribed date and time, the proposal shall be liable to be rejected.
- In case the day of the opening of tender is declared as a Public Holiday, or there is non-functioning of the Institute due to any unavoidable reason, the next working day will be treated as a day for the purpose. No separate intimation will be given.
- Any act on the part of the bidder to influence anybody in the institute is liable to the rejection of his bid.
- AIIMS Jammu reserves the right to reject any application without assigning any reason.
- AIIMS Jammu reserves the right to relax/amend/add/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof.
- The final decision on all matters lies with the Competent Authority at AIIMS Jammu, and it is binding for all participating bidders. No representations regarding this matter will be considered or entertained.

29 Comparison of Tenders

The comparison of the responsive tenders shall be carried out on quality components and the price quoted for the general diet.

30 Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

- 30.1 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.
- i. In the exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries/ Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% quantity.
 - ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the

L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- iv. Special provision for Micro and Small Enterprise owned by women. Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

Note: "If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012."

- 30.2 **Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 and the subsequent orders thereof; the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at **Annexure J**.

31 Tenderer's capability to perform the contract

- 31.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 31.2 The above-mentioned determination will, inter alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

32 Contacting the Purchaser

- 32.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 32.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

33 Purchaser's Right to accept any tender and to reject any or all tenders.

The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

34 Award Criteria

The contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in concurrence with GIT Clause 23 to 31.

35 Variation of Quantities at the Time of Award/ Currency of Contract

35.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty-five (25) per cent, the quantity of goods and services mentioned in the schedule (s) without any change in the unit price and other terms & conditions quoted by the tenderer.

35.2 If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty-five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.

36 Notification of Award

36.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by e-mail that its tender for services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within **30 (thirty) days** and Kitchen and Dietary services to start within **60 (sixty) days** from the date of Issuance of this notification, failing which action will be initiated against tenderer at their risk, cost & responsibility, which includes forfeiture of EMD/Performance Security and cancellation of contract awarded. Relevant details about the performance security have been provided under GCC Clause 5 under Section III.

36.2 Supply, Installation and Commissioning to be completed within **sixty (60) days** from the date of NOA/AOC.

36.3 The vendor will be required to start the services (after carrying out civil work and commissioning/ installation of equipment) within 60 days from the date of NOA/AOC. In case of delay to start the services on time, the vendor will be liable to pay the liquidated damages charges @ Rs.10,000/- per day as penalty.

36.4 The Notification of Award/ Award of Contract shall constitute the conclusion of the Contract.

37 Issue of Contract

37.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form duly completed and signed, in duplicate, to the successful tenderer by registered /speed post/e-mail.

37.2 Within fourteen days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed, and dated, to the Purchaser/Consignee by registered / speed post.

38 Non-receipt of Performance Security, Proforma Invoice and Contract by the Purchaser/Consignee:

Failure of the successful responsive tenderer in providing performance security, Proforma Invoice and / or returning contract copy duly signed in terms of GIT clauses, the tenderer shall be liable for action against the tenderer by AIIMS, Jammu, including forfeiture of **EMD** and, also, for further actions by the Purchaser/Consignee against it as per the clauses/terms & conditions of the tender document, which may lead to contract termination for default.

39 Return of EMD

The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause no. 16.

40 Corrupt or Fraudulent Practices

It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III
GENERAL CONDITIONS OF CONTRACT (GCC)
TABLE OF CLAUSES

Sl. No.	Topic	Page
1.	Application	26
2.	Use of contract documents and information	26
3.	Patent Rights	26
4.	Country of Origin	26
5.	Performance Security	26
6.	Assignment	27
7.	Modification of contract	27
8.	Prices	27
9.	Taxes and Duties	27
10.	Terms and mode of Payment	27
11.	Termination for default	28
12.	Termination for insolvency	28
13.	Force Majeure	28
14.	Termination for convenience	29
15.	Governing language	29
16.	Notices	29
17.	Resolution of disputes	29
18.	Applicable Law	30
19.	Withholding and Lien	30
20.	General/Miscellaneous Clauses	30

1. Application

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section IV and Technical Specification under Section V of this document.

2. Use of contract documents and information

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample, or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced, or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

Within 30 (thirty) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal **Ten percent (10%)** of the total value of the contract, valid for a period of 38 months from the date of NOA/AOC.

- 5.1 The Performance security shall be denominated in Indian Rupees. In the event of any failure /default of the supplier with or without any quantifiable loss to the purchaser, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the purchaser.
- 5.2 In the event of any amendment issued to the contract, the supplier shall, within fourteen

days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

6. Assignment

- 6.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities, and obligations to perform the contract, except with the Purchaser's prior written permission.

7. Modification of contract

- 7.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 7.2 In the event of any such modification/alteration causing increase or decrease in the cost of services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of issuance of Purchaser's/Consignee's amendment / modification of the contract to the supplier.

8. Prices

- 8.1 Prices to be charged by the supplier for provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

9. Taxes and Duties

- 9.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc.
9.2 Further instruction, if any, shall be as provided in the SCC.

10. Terms and Mode of Payment

10.1 Payment Terms

- A. Successful bidder will be charged monthly rent for the kitchen area as per the prevailing CPWD rates.
- B. Electricity and water charges will be as per the prevailing institutional electrical and water supply rates in the UT of JAMMU AND KASHMIR.
- C. The rate will be fixed for 3 years initially. Afterwards, rate may be considered to increase after considering inflation index (by 5% every year).
- D. Bill shall be raised on monthly basis and submit the same succeeding month for payment. AIIMS, Vijaypur, Jammu will normally settle the bill within one month from the receipt of the bill.
- E. Bill shall be raised only after full and final settlement of salaries alongwith other statutory contributions(as applicable) of every employee employed by service provider.

- F. The payment under this agreement shall be made on satisfactory completion of job contract services, through NEFT/RTGS/IMPS (online transfer). The final payment shall, however, be made only after adjusting all the dues / claims of the AIIMS, Vijaypur, Jammu.
 - G. Bill to be made in the name of AIIMS, Vijaypur, Jammu.
 - H. No advance payment will be made to the bidder under any circumstances.
 - I. TDS/ Income Tax etc. are to be deducted at source from the bills of service providers as per rule.
- 10.2 The supplier shall not claim any interest on payments under the contract.
 - 10.3 Where there is a statutory requirement for tax deduction at source, such deduction towards incometax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
 - 10.4 The payment shall be made in the currency/currencies authorised in the contract.
 - 10.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.
 - 10.6 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
 - 10.7 While claiming reimbursement of duties, taxes etc. (like custom duty and /or GST) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

11. Termination for default

- 11.1 The contract can be terminated by giving three-month notice period by the Institute and six-month notice by the bidder. However, in any instant the contract will be terminated if service of the bidder is not found satisfactory after repeated notice and imposition of penalties as decided by the competent authority of AIIMS, Jammu.

12. Termination for insolvency

- 12.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

13. Force Majeure

- 13.1 Notwithstanding the provisions contained in tender document, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 13.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence, and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 13.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty

one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 13.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 13.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

14. Termination for convenience

- 14.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 14.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

15. Governing language

- 15.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

16. Notices

- 16.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by Speed post, email or by hand 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.
- 16.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

17. Resolution of disputes

- 17.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 17.2 Settlement of disputes through pre-institution mediation and settlement in accordance with the commercial courts, commercial division, and commercial appellate division of

High Courts (Amendment) Act 2018 no 28 of 2018 Chapter IIIA

- 17.3 **Arbitration:** 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, AIIMS Jammu whose decision shall be final and binding on both the parties. The provisions of Arbitration and Conciliation Act 1996 shall be applicable. The award passed by the arbitrator shall be binding on both the parties.
- 17.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued Settlement of any disputes will be done within the jurisdiction of Jammu court.

18. **Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

19. **Withholding and Lien in respect of sums claimed.**

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

20. **General/ Miscellaneous Clauses**

- 20.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/ on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 20.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 20.3 The Supplier shall notify the Purchaser/Consignee / of any material change would impact on performance of its obligations under this Contract.
- 20.4 Each member/constituent of the Supplier/its Indian Agent/, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/ for performance of contract/services including that of its Associates/Subcontractors under the Contract.
- 20.5 The Supplier/its Indian Agent/ shall at all times, indemnify and keep indemnified the Purchaser/ against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services or the Contract.
- 20.6 The Supplier/its Agent/ shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/ against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 20.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

SECTION – IV
SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

I. TERMS OF CONTRACT

- a. The contract will be valid for THREE YEARS, extendable up to next THREE years, w.e.f. the date of notification of award of contract to the selected bidders as per the satisfactory performance and on approval of the competent authority.
- b. The rate will be fixed for 3 years initially. Afterwards, rate may be considered to increase after considering inflation index (by 5% every year).
- c. In case of performance of the bidder in one part or the entire contract is not found to be satisfactory as per operational parameters set out of the contract or not in conformity with the terms & conditions of the tender, then that part or the entire contract shall be terminated even before the scheduled time by giving advance notice of three month to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Bank Guarantee shall be absolutely forfeited.
- d. The bidder shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner.
- e. The bidder and his employees shall comply with all norms, terms and condition stipulated by the Institute such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and around the work site, Safety Precautions and Safety Regulations.
- f. The conduct/characters/antecedents and proper bonafide of the workers shall be the sole responsibility of the bidder. However, the bidder should provide the necessary details of all its employees to the Institute. All the employees should be police verified.
- g. All kitchen employees to use appropriate PPE during service.
- h. The persons employed by the bidder will be the employees of the bidder and the AIIMS, Vijaypur, Jammu shall have nothing to do with their employment or non- employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the AIIMS, Vijaypur, Jammu and the personnel employed by the bidder shall have no right whatsoever to claim employment or other rights from the AIIMS, Vijaypur, Jammu.
- i. None of the employees of the bidder shall enter any kind of private work within the campus of AIIMS, Vijaypur, Jammu. Non-compliance with this provision will be deemed to be violative of the contract inviting penal action/cancellation of contract.
- j. The bidder shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the AIIMS, Vijaypur, Jammu / Govt. of India / any State or any Union Territory.
- k. The staff (not below the age of 18 years) employed by the bidder shall have to be medically fit and kept neat and clean. The bidder shall not employ young children as prohibited under the law/rules/regulations. A record of this will be maintained by the Bidder.

- l. The bidder shall maintain a record of major/minor incidents on a daily basis and report the same to the AIIMS, Vijaypur, Jammu administration in this regard. The Bidder will also inquire about any incidents, like theft, indiscipline, disobedience, or any unauthorized activities/criminal activities happening in the campus. The bidder shall also be responsible to lodge complaints with police authorities in such instances and take follow-up action for recovery of lost material/equipment.
- m. The bidder will have to register all his employees who will be working in the hospital premises along with a copy of their photographs, Aadhar, residential details for clearance by the AIIMS, Vijaypur, Jammu Security along with police verification certificate.
- n. The AIIMS, Vijaypur, Jammu will not provide any residential space for accommodation to the Bidder. The bidder has to make its own arrangement for the residential accommodation for the deployed staff.
- o. Taxes, Labour Laws and Other Regulations:
 - i. The bidder shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations.
 - ii. The bidder is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done, or services rendered pursuant thereto.
 - iii. The bidder shall fully comply with all applicable laws, and regulations relating to P.F. Act, ESI Act, Bonus Act, Central Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Migrant Labour Act, Essential commodities Act and/or such other Acts or Laws, regulations passed by the Food Safety and Standards Authority of India (FSSAI), central, states, Municipal and local governmental bidder or authority.
 - iv. The Bidder shall be responsible for proper maintenance of all registers, records and accounts as far as it relates to compliance of any statutory provisions/ obligations. The bidder shall be responsible for making the records pertaining to Payment of Wages Act and for depositing the P.F. and ESI contributions, with the authorities concerned.
 - v. The bidder shall be responsible and liable for all the claims of his employees.
 - vi. The bidder shall obtain the license under the Contract Labour (R&A) Act from the office of the Central Labour Commissioner and produce the same preferably along with the first monthly bill. The first bill is cleared only on the submission of the said license. The bidder would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, Overtime register, First Aid Box, Display of Notice, etc. as required under CL R&A, 1970 for inspection by visiting Labour Enforcement Officers.
 - vii. The bidder shall obtain an adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work.
- p. The bidder 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 aforementioned services to AIIMS, Vijaypur, Jammu and shall indemnify AIIMS, Vijaypur, Jammu against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which AIIMS, Vijaypur, Jammu may party or involved as a result of

the bidder failure to comply and of the obligation under the relevant act law which the bidder is to follow. The bidder shall indemnify and keep indemnified the Institute against all losses and claims for injuries and or damages to any person or property. The bidder shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen compensation Act, Sales Tax, Royalty, Excise duty, Octroi, Works contract etc. and shall keep the Institute indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law / regulations or Bylaws. The bidder shall not employ child labour. Payment to workers must be according to the Minimum Wages Act.

- i. All liabilities arising out of accident or death of the employees of the bidder, while on duty shall be borne by the Service Provider.
- ii. In addition to the prescribed manpower, whenever required, the bidder has to provide additional manpower and/or equipment at the rates quoted in the tender.
- iii. Safety and Security: Bidder shall abide by the safety code provisions as per safety code framed from time to time by the government.
- iv. Work at Risk and Cost: The institute reserves the right to get the whole or part of the work executed by some other bidder at the risk and cost of the bidder if it is found that the quality and/or the progress in respect of the whole or part of the work is not satisfactory.
- v. AIIMS, Jammu reserves the right to open other cafeterias as required from time to time. Award of work for Patient Kitchen services as mentioned in the said tender in no way give right to bidders for exclusivity of food and beverages services within the hospital.
- vi. In case of any disputes on execution of the work during the period of contract, the decision of the concerned authority of AIIMS, Vijaypur, Jammu shall be binding and final, agreeable.

II. SPECIAL/ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT

- a. The service provider should have a valid state/central FSSAI certificate as applicable under Section 31(1) FSSAI Act 2006. The service provider should also follow the General Hygienic and Sanitary Practice (GHSP) as stipulated in Part V of Schedule 4 of FSS (Licensing and Registration of Food Business), Regulations, 2011.
- b. The services should conform to the requirements of the hospital on all days of the week.
- c. The service provider will ensure that all employees and workers of the bidder have undergone police verification.
- d. Raw materials, vegetables, grocery, dairy items, bakery products, cleaning agents, commercial grade heating/ cooling appliances to run the daily kitchen services will be arranged and paid by the service provider.
- e. All transportation for operation of the services and all applicable taxes and insurance will be the responsibility of the service provider.
- f. The number of daily diets for the patients shall be as per the diet sheets received from ward in-charge.
- g. The service provider bidder should have the provision to integrate the daily diet records of the patient with the HOSPITAL INFORMATION SYSTEM (HIS).

- h. It will be mandatory for the service provider bidder to maintain a meal distribution sheet on a daily basis in order to cross verify the total number of diets/ special feeds served to the patients in every meal.
- i. No food which is cooked in the kitchen shall be taken outside the hospital premises and vice-versa without prior permission of the competent authority.
- j. If the need arises, the patients admitted in the day care facilities of the hospital has to be provided meals as per the instruction of the staff of that facility.
- k. If as a result of post payment audit any overpayment is detected in respect of any work done by the bidder or alleged to have done by the bidder under the tender, it shall be recovered by the Institution from the bidder. If any underpayment is discovered, the amount shall be duly paid to the bidder by the institution.
- l. It is binding upon the service provider to ensure release of salary of the employees of the previous month within the first week of the next month.
- m. The service provider is under obligation to provide meals to any number of consumers on the instructions of hospital authorities under unusual circumstances like disasters, accidents etc.
- n. No Income generation can be made by the service provider by selling cooked food and no outsider will be allowed to consume food in the kitchen. Strict adherence to this shall be observed by the service provider.
- o. Security of premises, equipment, fittings and fixtures, furniture etc. will be the responsibility of the service provider.
- p. No accommodation will be provided to the employees of the service provider by the institute.
- q. The premises shall not be used for residential purposes even for the kitchen staff. No additions or alterations of the premises will be made without permission of the Institute.
- r. The service provider shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
- s. The service provider shall not utilize the premises and facilities of the Institute to cater any other client, other than AIIMS Jammu. A suitable monetary penalty or legal action will be undertaken if any such incidence is found.
- t. In case of pecuniary and material loss suffered by the Institute on account of negligence attributable to the service provider bidder or his employees, the AIIMS Jammu will have the right to forfeit the Security Deposit. If the deposit falls short or found to be insufficient to the loss thus incurred by the Institute, the balance, as may be necessary, shall be recovered from the contractual charges of the service provider bidder.
- u. Regular medical examination of food handlers: -The service provider shall employ medically fit persons in the Kitchen.
 - i. Service provider is required to forward the name and other particulars of all the staff to the hospital administration at least 7 days prior to the commencement of actual work, to complete the medical check-up and other requirements for employment in the hospital kitchen.
 - ii. Medical fitness card needs to be prepared by the bidder for every kitchen staff to update the medical condition of the employees.
 - iii. All the investigations will be done at AIIMS Jammu, at the expense of the bidder. Medical check-up of the kitchen employees includes following baseline investigation.
 - Chest X RAY once in a year
 - CBC (Hb, TLC, DLC) after every three months
 - Routine Urine examination once in a year

- Stool examination for ova, cysts, and parasites every month
 - Stool culture for salmonella after every three months
 - Eye Examination once in a year
 - Skin Examination once in a year
 - Head to toe physical check-up once in a year.
- iv. Some other investigations may be suggested by the doctor to declare the employee medically fit to work in the patient kitchen in AIIMS Jammu.
 - v. The employees hired by the service provider should be vaccinated against the following before the start of employment in the hospital kitchen and the expenses will be borne by the service provider bidder.
 - Hepatitis A
 - Hepatitis B
 - Typhoid
 - COVID-19
 - vi. Any other vaccine or investigation as applicable at a particular time should be taken care of.
 - vii. Deworming of food handlers will be encouraged once in six months.
 - viii. Physical fitness certificate and vaccination certificate of each and every kitchen employee will be verified by the Kitchen services monitoring committee before allowing employment in the hospital kitchen.
 - ix. The medical report of the food handlers will be compiled by the kitchen monitoring committee. A record of these medical investigation reports will be documented.
 - x. Any employee suffering from intestinal infections, boils, infected wounds etc, can be temporarily removed from his/her duties as per the decision of the kitchen monitoring committee, till the illness is cured. In case the period of absence on medical grounds is more than 15 days, the employee needs to undergo a medical examination and produce a fitness certificate before resuming the work.
 - xi. The service provider shall maintain a First Aid Box to meet any emergency situation in respect of staff deputed by him.
 - xii. Personal Hygiene: Food handlers and other kitchen staff needs to observe personal cleanliness before the start of each shift of food preparation. Dieticians will regularly monitor the grooming and personal hygiene of all staff on a daily basis. The service provider shall be responsible for providing all staff proper PPE- chef coats and kitchen aprons (heat resistant material), hand gloves, head covers, mask, long washable rubber shoes/ kitchen slippers, shoe covers and laundry services. A minimum of 2 sets of uniforms per employee for every six months must be provided to all the staff working in the hospital kitchen. The instructions to ensure personal cleanliness are detailed at **ANNEXURE C**. Failure to observe the instructions will invite a penalty as described in the penalty clause.

III. Miscellaneous

- a. Efficiency, promptness, quality of food, quality service, good behaviour, and politeness of the bidder and its staff are the essence of the contract. The bidder is required to ensure that the essence of the contract is always maintained. Quality of services, hygiene, and preparation should be maintained as per latest FSSAI guidelines and to the entire satisfaction of the administration.

- b. All items will be cooked in the kitchen of the hospital. No cooked item, except certain types of snacks and desserts identified beforehand, will be brought from outside.
- c. On special occasions, the menu will be identified by the kitchen monitoring committee and prepared by the bidder.
- d. The quality of food will be inspected item-wise by the kitchen monitoring committee monthly and also as and when required, and the bidder shall not deny access for such inspections. Further, the store, and the kitchen can also be inspected by the institute to ensure that only the brands allowed for various articles are being used. In case a violation is found, the Institute reserves the right to impose a financial penalty/cancellation of the contract on the repeated violation.
- e. The kitchen monitoring committee has the right to take samples of all materials used in cooking and check the same for quality at recognized laboratories/ institutions.
- f. All prepared dishes and menu will be analysed for nutritional content by the dietician.
- g. The bidder will ensure that adequate measures are taken to prevent fire and no injury to any of his employees, or the Institute person/patient takes place. In case any of this happens then the bidder will be liable for fulfilling the loss
- h. The Institute shall not be liable for any damages. Damage here means to property or individuals. The bidder will be responsible for repairing & maintenance of all the property of AIIMS, Jammu given to the bidder for use in the kitchen. The bidder shall replace any item(s) provided by the institute in case of loss, theft or damage to the satisfaction of the administration at his own cost and expense. In case of any damage beyond normal wear and tear then AIIMS, Jammu administration can recover the cost from the bank guarantee of the bidder
- i. The bidder must provide the service throughout the year without closing the kitchen on any day unless ordered by the administration/ Kitchen monitoring committee.
- j. Any change like the timing of operation etc. will require the permission of the kitchen monitoring committee, AIIMS, Jammu.
- k. AIIMS, Jammu will not provide serving plates, teaspoons, tablespoons, serving spoons, forks, knives, stainless steel/glass tumblers, bowls, or any other item which may be required for serving of food. All this will have to be brought by the bidder at its own cost after the approval of the sample by the nominated committee of AIIMS, Vijaypur, Jammu. All utensils/ crockery/ cutlery/ serving dishes/ serving tables etc. shall be arranged by the bidder itself.
- l. The bidder will liaise with the kitchen monitoring committee and report daily about all the activities of the kitchen service.
- m. A general physical medical examination of all the employees who handle raw/cooked food shall be conducted every month including stool examination, to ensure that the employees are free from any communicable disease. It is to be done at AIIMS, Jammu at the expense of the bidder. Covid-19 and other Vaccination (as applicable) of all employees is a must. Records of the same shall be maintained by the bidder and shown on demand. The Police verification record of all the workers will have to be maintained by the bidder.
- n. The bidder/his employee(s)/his nominee will not be permitted to stay overnight in the cooking area under any circumstances except those on essential duty, as permitted by the Institute.
- o. The premises of the kitchen will be used only for storing of raw materials, cooking, and serving food, for which the allotment is made, and not for any other purpose without the

written permission of the administration. The bidder will not be permitted to franchise the kitchen to any other party.

- p. AIIMS, Jammu is will not provide any mode of transport in respect of men or material required by the bidder.
- q. Use of plastic teacups and plastic carry bags is discouraged, and the bidder shall use environment-friendly material only for serving coffee, tea, and for packing & carrying of food items.
- r. Pest-Control: The bidder at all times will keep the cooking area/ washing area / raw material stores, free from flies/cockroaches/ mosquitoes/ rats/ objectionable material and other pests. Frequent pest control and scientific pest control measures are required to be adopted by the bidder at all times. Any chemicals used in the pest control measures should be approved by the kitchen monitoring committee before use. Air curtain must be installed at designated areas for pest control.
- s. Firefighting arrangement provided by the Institute at the start of the contract is to be always kept serviceable and handed over back to the AIIMS, Jammu after finishing the contract.
- t. MENU: Kindly note that operational services shall NOT INCLUDE preparation of the menu and any policy matters related to running the kitchen. All such decision will be the direct responsibility of the Kitchen Monitoring Committee of AIIMS Jammu, though the suggested menu may be taken from time to time (Detail of the menu is mentioned in the below-tabulated form- Annexure F)
- u. An indicative total number of diets per day is given in "Annexure G". This is merely indicative and may change.
- v. It will be mandatory for the bidder to serve the pre-decided menu. In case of any difficulty, the kitchen monitoring committee must be informed well in advance.
- w. The bidder will not serve any item that has not been approved by the kitchen monitoring committee beforehand.
- x. The bidder shall ensure that food is served at optimal temperature to the patients. The Bain-Marie (double boiler) temperature control devices should be used.
- y. The food shall be cooked, stored, and served under hygienic conditions. The bidder shall ensure that only freshly cooked food is served, and the stale is not recycled. Stale food shall be removed from kitchen premises as soon as possible.
- z. In case of any food-related disease to any patient of AIIMS, Jammu availing the kitchen services, the kitchen bidder will be responsible for the remuneration of complete medical expenses.
- aa. The food shall be neither too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of the local community.
- bb. The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
- cc. All raw material expiry dates will be displayed on a stock board in front of each store category-wise. Under no circumstances will any expiry item be used in cooking.
- dd. Use of colours/ banned items as per food industrial practices is prohibited.
- ee. Quality of ingredients and other items: The ingredients used must be of reputed brands. In case of non-availability of the reputed brand, any other brand will be approved by the kitchen monitoring committee before use.
- ff. Raw cooking materials such as atta, rice, cooking oil, butter, wheat flour, grams, vegetables, etc. must be of branded quality (as mentioned in ANNEXURE E) and will be

checked by the kitchen monitoring committee AIIMS Jammu. Only sealed packets will be procured by the bidder.

gg. **Manpower:** Bidder has to provide adequate & sufficient manpower to run the Main Kitchen. The bidder should ensure that at all times adequate manpower will be present. The following list of manpower is as per the full operational capacity of 750 beds of AIIMS, Jammu in the completed first phase. The successful bidder can employ the manpower as per the actual number of operational beds in consultation with the competent authority of AIIMS Jammu. Service provider will engage qualified and experienced workforce of head cooks, cooks, assistant cooks, helpers, stewards, and bearers possessing the desired eligibility as detailed below:

S.No.	Category of employee	No.	Job specifications	Job Profile
1	Dietician	2	MSc. (Nutrition & Dietetics or Food & Nutrition) / PhD (Nutrition and Dietetics or Food & nutrition) from a recognized University / Institution, preferably with 2 years' experience as Dietician in a Hospital or Medical Institute	Overall In-charge of the kitchen and dietary services Taking daily rounds of wards, interaction with the admitted patients. Preparing menu plan for dietary services particularly of those who have been prescribed therapeutic diet. Inspect meals served for conformance to prescribed diets and standards of palatability and appearance. Monitor food service operations. Maintain and physically verify the store. Address complaints relating to quality of the food or service. Organize training sessions for ANM/GNM on basic nutrition guidelines for healthy cooking, personal hygiene and basic aspects of food safety. Study and analyse current, scientific nutritional studies to improve the quality of dietary services.
2	Kitchen manager/ supervisor	2	Degree/ Diploma in hotel management and catering technology with experience of 01 years working in a hospital kitchen, large institutional canteen, or any reputed hotel.	Ensure compliance with relevant health and safety standards. Investigate and resolve customer complaints. Assign duties and compile the roster. Keep budgets and payroll records. Ensure accuracy of all records. Reporting of staff for any misconduct. Ensure regular supply of all raw materials. Coordinate all the kitchen services.
3	Storekeeper	2	12th standard with 08	Coordination with dieticians regarding

S.No.	Category of employee	No.	Job specifications	Job Profile
			weeks skill course in food production and 05 years of experience of working in Hospital Kitchen/ hotel catering.	patient meal selection and preferences. Issuance of raw materials to kitchen for food preparation and record keeping
4	Steward	4	10th standard with 05 years of experience of working in Hospital Kitchen/ hotel catering	Conduct daily rounds to allocated wards to take patient's feedback regarding dietary services. Coordinate with the kitchen supervisor regarding patient meal selection and preferences. Report back to Dietician l/c regarding any update on patient meal preference, selection, and intake. Ensure that the correct diet is being served to the patient. Generate daily patient census.

5	Cook	16	8th standard pass with basic skill course of 8 weeks in food production. Preferably having experience of working as a masalchi/ cook for three years in a catering establishment/ hospital/ hotel.	Preparation of patient diets as per the diet sheets in consultation with dieticians. Ensuring safety standards during food preparation. Safely storing and maintaining equipment and food materials. Indenting of food items from the stores.
6	Assistant cook	10	8th standard pass with 8 weeks skill course in food production, preferably having experience of working as a masalchi/ cook for three years in a catering establishment/ hospital/ hotel.	Preparation of patient diets as per the diet sheets in consultation with dieticians. Ensuring safety standards during food preparation. The role ensures that food items are properly washed, healthy cooking methods are adopted, and quality procedures are adhered to. Safely storing and maintaining equipment and food materials. Indenting of food items from the stores and maintaining inventory of

				consumption.
7	Bearer	40	8 th pass, two years' experience of working in any food establishment	Responsibility of peeling and chopping of vegetables, kneading dough, grinding, and preparing masala and cleaning of dry food items of supervising the cleaning, washing. Packing and loading of food and other necessary cutlery in food distribution trolleys. Distribution of food from patients' bed to bed. Observance of all the hygienic practices during food handling. Collection of soiled dishes/plates from the wards in dish collecting trolleys.
8	Masalchis (Cleaners)	30	8 th pass, experience of working as masalchi in any food establishment	Cleaning utensils and kitchen equipment. Daily cleaning of the kitchen as per the schedule mentioned or as and when required.

Note:

- A. Work in the kitchen should take place in a minimum of two shifts as per statutory requirements/latest labour law issued by the Ministry of Labour Commission GOI and at no stage working norms of 08 hours per day/48 hours per week will be violated for all employees. Proper rest and holiday to be given as per rules.
 - B. The service provider shall ensure that identity cards are issued to all its new employees (bearing their individual photograph). The identity card shall bear the name of the employing organization, workplace/food establishment, date of issue, validity.
 - C. The employees of the service provider agencies should not be below the age of 18 years.
 - D. The service provider shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc.
1. **Service timings:** The indicative timings of food distribution are as follows,
 - Morning (Tea/coffee): 6:00- 7:00 am
 - Breakfast: 8:00- 09.00 am
 - Mid-day: 10:30-11:00 am (As applicable)
 - Lunch: 12:30- 1:30 pm
 - Evening (Tea/ coffee & snacks): 4:00- 5:00 pm
 - Dinner: 7:30- 8:30 pm
 - Bedtime milk: 10:30 – 11:00 pm (As applicable)

Note:

- A. Timings mentioned above are standard, but food should also be provided as and when required for patients on special request of the competent authority.
- B. Name and Department of the competent authority ordering food in timings other than mentioned above to be specified in the logbook which will be maintained by the bidder.

C. Food will be distributed to the patients as per the diet chart which will be made available to the person designated for the distribution of food by AIIMS Jammu.

2. Hygiene: The bidder shall ensure best hygiene / turn out of his / her employees, failure to do which shall attract penalty per violation.

- i. Hand hygiene should be always maintained.
- ii. Approved / prescribed neat and clean properly ironed uniforms including apron, gloves and head cover will be worn by all staff at the time they enter the kitchen area.
- iii. Male workers should be preferably clean shaved and ensure short hair and regular cutting of nails. Beard restraints should be used in food production areas, if the beard is not trimmed due to any reason.
- iv. Separate shoes and shoes cover for use in the kitchen area.

3. Disposal of waste/ garbage

- i. Waste and garbage disposal must be done *as per guidelines for modern kitchen and dietary issued by MoH&FW, GOI*, as and when required and/or at any time when garbage is accumulated in a larger quantity (three-fourth of the bin) than the capacity of dustbin/garbage drum on regular basis after proper segregation of dry and wet waste to the central collection unit of the institute.
- ii. The bidder will be responsible for garbage disposal and will ensure proper disposal of the collected waste solid/liquid daily as per rules and regulations of the local municipal corporation under his own arrangements. Accumulation of garbage/waste in premises will not be acceptable and should never be kept overnight in the kitchen premises of AIIMS, Jammu.
- iii. Dust, waste materials shall be collected in proper bins with segregation of wet and dry waste and disposed of immediately. Plastic bags as authorised shall be used in all the dust bins in the premises for easy collection and disposal; so that the dust bins are maintained neat & clean and in a hygienic condition. All dust bins will be washed daily and sanitized at least once in a week or earlier if required.
- iv. The bidder shall arrange authorized material plastic bags/trolleys/transportation arrangements etc. for disposal of waste material/garbage, malba, minor building rubbish, earth, etc., to be disposed of beyond the premises up to authorized Municipal dumping yard/ground etc. at its own cost.
- v. The bidder shall ensure collection of dry leaves, unwanted weeds, dead animals, and insects, etc. lying in AIIMS, Jammu Kitchen Area for disposal.

4. NABH Accreditation

It shall be the responsibility of the bidder to cooperate with AIIMS Jammu to achieve NABH accreditation and incorporate the compliance measures as desired by the Quality Coordinator of AIIMS Jammu.

Section – VI
Technical Specifications

Hospital Kitchen, Patient Dietary Services

Sl.No	Scope of Work
I	General Scope
1.	<p>Bidder is responsible for planning, designing, supplying, installation, commissioning, maintenance and operation of Dietary services for patients, at AIIMS Vijaypur, Jammu for a period of 3 years and extendable to another 3 years based on satisfactory performance.</p> <p>Dietary Services include:</p> <p>a) Supply, Installation & Commissioning of all the Kitchen equipment on turnkey basis at Hospital Main Kitchen area earmarked in hospital building Tower 5 lower ground floor. Preparation of patients diet as suggested by the Dietician and Distribution of patient meal to the respective wards/ICUs etc. as mentioned in the Standard Operating Procedures.</p> <p>b) The list of the items to be served are mentioned at ANNEXURE(s) alongwith the arrangements (raw materials, utensils, cutlery, providing manpower, housekeeping staff for upkeep & hygiene maintenance) for preparation of these food items. There is need to carry out turnkey works in staff dining area adjacent to main hospital kitchen tower 5 lower ground floor</p> <p>c) The successful bidder needs to operate any other cafeteria if required by AIIMS Management.</p>
2.	Bidder has to provide adequate & sufficient manpower to run the Hospital Main Kitchen area earmarked in hospital building Tower 5 lower ground floor as per the work defined in the SOP (ANNEXURE C).
3.	The Main Kitchen should be divided into the following areas: receiving area , preparation area , cooking area, bakery area, dish washing area, area for preassembling & packaging of food , Clean and dirty trolley bay area, area for preparing therapeutic and modified feed, storage area, cold rooms, waste dumping area ,offices for dietician, offices for store -incharge etc. The layout of Main Kitchen shall be such that food preparation/ processes are not amenable to cross-contamination from other pre and post process operations like goods receiving, pre-processing (viz. packaging, washing / portioning of ready-to- eat food etc). Proper signage have to be displayed in various sections of the kitchen. The designing should be as per food Safety and standards regulations by Latest FSSAI guidelines.

Sl.No	Scope of Work
4.	Design of the Main kitchen should be in such a way that the functional flow should be unidirectional. The storage area should be a limited access area. Physical barriers should separate the dishwashing area from the other sections to contain contamination. The Kitchen should be designed such that negative pressure is in washing area & positive pressure in chopping area, cooking area & therapeutic diet area. The area should be a limited access area with controlled temperature (20-25°C) and relative humidity (30-50%).
5.	Ensure that no advertisements of any brand, firm etc. will be displayed in the contracted locations.
6.	Preparation area for Veg and Non-Veg (only egg) should be physically separated. There should be separate utensils for cooking Veg and Non-Veg (only egg) and these should not be mixed.
7.	All utensils used for cooking of food and distribution of food to the patients will be provided by the bidder. All other equipment like working table, shelves, almirahs, trolleys, waste bins, bins to store dry food items, trays etc. should be provided by the bidder.
8.	All general furniture should be modular and should be of reputed make like Hermen Miller, Godrej, Featherlite, Wipro, and should be approved by the competent authority.
9.	The vendor shall be responsible for procurement of all the Kitchen Chemicals, detergents etc. of the specification as per approved by consignee/SOP. AIIMS authorities may do surprise checks to verify that the items used are as per approved quality/SOP and appropriate quantity of these are being used. All kitchen wares used should be of good quality Stainless steel 304.
10.	Bidder is responsible for cleaning and maintaining hygienic condition in all the areas including Dietary services at all times. Repairing & maintenance of Dietary services should be on regular basis.
11.	Timely distribution of the food to patient care areas should be strictly complied as per SOP (ANNEXURE- C)
12.	Serving of food for patients at bed side should be done in plates (Stainless Steel 304) having minimum six compartments. Size of the serving plate should be approximately 15" (inch)* 10"(inch).
13.	All record keeping and maintenance of record to be done by the bidder. All records should be orderly and legible.
14.	Bidder should make sure that all precautions to be taken by the employees to prevent themselves from any untoward incident in the kitchen from sharps, fire etc. All the employees should maintain hygienic conditions like nails should be trimmed, hair should be tied up in the cap, apron to be worn by the employees etc. Hand hygiene should be the top most priority for all the employees working in the kitchen premises.

Sl.No	Scope of Work
15.	Waste management rules, wherever applicable to be followed by the Bidder as per SOP.
16.	Authorized personnel of bidder may collect CAD drawings from AIIMS Vijaypur Jammu for better understanding of Dietary services, wards/ICUs/OTs/OPD/etc. areas.
17.	The bidder shall procure FSSAI approved raw food materials.
18.	1)It is the responsibility of the bidder to obtain License of Food Safety and standards Authority of India (FSSAI)before the commissioning of the Dietary services for AIIMS. If the said License is not obtained by the vendor before the commissioning of the Dietary services performance guarantee would be forfeited and other actions would be taken by AIIMS against the vendor as deemed fit.
	2)It is the responsibility of the bidder to obtain ISO 2pp0(Food Safety Management System) Certificate within one year of commissioning of Dietary Services and to maintain the same throughout the contract period.
19.	AIIMS will provide single electrical power and water point to the Kitchen area. Vendor shall Install electricity and water meter and electricity and water charges at prevailing institutional electrical and water supply rates in the UT of Jammu and Kashmir shall be deducted from the OPEX bill as per actuals for that period. It shall be the responsibility of the bidder to record the electricity and water meter readings for the billing period. AIIMS reserves the rights to verify the same if required.
20.	Meal/ Menu planning (cyclic/ seasonal) including the suse of standardized recipe , food and fluid requirement , meal timings appropriate for patient category i.e private ward & General ward will be decided subsequently
21.	There are different types of diet which are to be provided to the patients. Dieticians will guide the preparation of special diets like : Diabetic Diet, Renal Diet, gluten free Diet, Neutropenic Diet, High Protein and High Calorie Diet, Liquid Diet, Semi Solid Diet, regional dietary requirement, Standard Feed etc
22.	a. Dietary services must run all 365 days with sufficient manpower.
	b. The institution is likely to be operationalized in phases. Initially 150 beds will be functional at the time of commissioning and will be increased to 750 beds over the subsequent years.
	c. The Kitchen system shall be designed and commissioned upfront for full capacity with scope of expansion for up to 25 percent of the estimated capacity without deployment of any additional equipment.
	d. Indicative timings for distribution of food to the patient care areas should be as per SOP/instruction given by institute (ANNEXURE -C).
23.	e. Scope of Services also includes purchasing of raw materials like Grocery, Spices, Fresh Vegetables, Fresh Fruits, Egg, Milk etc. The vendor shall purchase all the raw food materials from the reputed brands. In case of non-availability of the reputed brand, any other brand will be approved by the kitchen monitoring committee before use.

Sl.No	Scope of Work
24.	All raw materials used for the cooking should be of approved brands as mentioned in ANNEXURE E. kitchen monitoring committee of AIIMS will have the authority to approve alternate brands other than the specified brands above.
25.	The bidder has to comply with the SOPs as per ANNEXURE-C for Dietary services. The Bidder has to follow Latest Standard of FSSAI.
II	Turnkey
	Bidder has to do all the required turnkey as defined in ANNEXURE - A. The scope of turnkey would be Hospital Main Kitchen located in Lower ground floor of Hospital block Tower 5 of approx.10,000sqft . The institute will provide the shell structure of approx. 10,000 Sq.feet for main Kitchen on Lower ground floor of Hospital block Tower 5. Bidder has to do complete planning, designing, supply, installation, testing & commissioning of all equipment on turnkey basis including all civil, electrical, plumbing, firefighting, sanitary, drainage, furnishing, CCTV, HVAC etc as described in Turnkey works as defined in ANNEXURE -A While designing the Main Kitchen, bidder has to keep provision for future expansion This provision should be made without disrupting the zoning of the Kitchen. All ancillary services like (electricity, water points, plumbing, R.O , HVAC etc.)required for future expansion has to be built in while designing and furnishing the Kitchen.
III	Penalty Clauses: Any member of the designated kitchen monitoring committee of AIIMS, Jammu can inspect the kitchen or any process without any prior notice to the bidder. In case of any discrepancy (in terms of quality of food or hygiene) or any case of negligence, appropriate punitive action in terms of financial penalty shall be levied. Penalty will be imposed as follows:
1.	AIIMS shall have the right to terminate the contract of the Dietary services rendered by the vendor, which are not of the requisite standard. Management shall demand and be supplied with a sample of any consumable/chemical for inspection and analysis & if required to be sent for testing by the approved laboratory. AIIMS will have unfettered right to inspect the premise, process of Dietary Services , finished product at any time and the vendor shall cooperate with the authorities.
2.	AIIMS/ Food inspector may do surprise inspection for quality checks and compliance of SOP in Kitchen.
3.	AIIMS reserves the right to check the food quality of items prepared in the Kitchen at any time and to take the samples in the presence of representatives of Contractor/Service Provider and get it tested from Government approved Laboratories for Microbiology/Adulterant testing of raw food, cooked food, etc. regularly to maintain hygiene standards.
4.	In case of any foreign particle like hair, insect, worm, stones, metal etc. are found in food, AIIMS shall ascertain the reason and if fault of the contractor/service provider is established , the service provider shall be penalized with a penalty of Rs.1,000/- per occurrence.
5.	In case of any written complaint regarding the quality of food or Dietary services is proven by the competent authority , the service provider shall be penalized with a penalty of Rs.1,000/- Rs per occurrence.
6.	All the vegetables, fruits and raw materials used in cooking should be fresh and in case any rotten/brown leaves/poor quality food items/raw materials found to be used in kitchen during inspection it shall be penalized with a penalty of Rs. Rs

	5000/- per occurrence.
7.	There will be random checking/inspection for the packets of raw materials supplied in kitchen. In case any foreign materials found in such checking/inspection it shall be penalized with a penalty of Rs 5000/- per occurrence.
8.	The personal hygiene and dressing of all the worker in the kitchen should be as per SOP / FSSAI guidelines and if any deviation is found the service provider shall be penalized with a penalty of Rs. Rs 2500/- per occurrence. this penalty will double on each subsequent occurrence.
9.	The kitchen environment should be clean and pest free conforming to SOP standard/ FSSAI Guidelines and if any deviation is found they shall be penalized with a penalty of Rs 5000/- per occurrence.
10.	If the delivery of food is delayed by more than half an hour as mentioned in SOP, the vendor shall be penalized with a penalty of Rs.5,000/- per occurrence.
11.	Preparation area for Veg and Non-Veg (Egg only) should be physically separated. There should be separate utensils for cooking Veg and Non-Veg (Egg only) and these should not be mixed. If any point of time it is found that utensils used for Veg and Non-veg are intermixing, penalty of Rs 10000/- per instance.
12.	Non-availability of suggestion/ complaint register/book would attract a fine of Rs.5000/- on every happening.
13.	If any staff does not wear uniform with Identity Card, then a monetary penalty of Rs.500/- per day per Staff may be imposed on the successful bidder or any other administrative action may be taken by the Institute on the successful bidder.
14.	If removal of the used plates is delayed by more than half an hour as mentioned in SOP, the bidder shall be penalized with a penalty of Rs.500/- per occurrence.
15.	If at any point, the Successful Bidder fails to prepare Diet as directed/ or does not prepare the diet in numbers as asked for, or the portion amount is less than as prescribed, a penalty of Rs 10,000/ per occurrence will be levied. Repeated occurrence will lead to cancellation of the Tender and blacklisting of the Bidder.
16.	If the equipment to be used are non-functioning or not available, or are not usable condition, the Successful Bidder will be levied a penalty of Rs 1,000 per equipment per day.
17.	A Suitable monetary penalty or legal action will be undertaken if any case of food adulteration is found.
18.	Any other thing as felt suitable by kitchen monitoring committee.

SI.No	Scope of Work
IV	Planning, Designing, Supplying, Installation, Commissioning, Maintenance and Operation of Hospital Kitchen and Patient Dietary Services for the AIIMS Vijaypur, Jammu on outsource basis.
V	Miscellaneous points
1	AIIMS reserves the right to open other cafeteria as required from time to time. Award of work for Kitchen and cafeteria services as mentioned in the said tender in no way give right to vendors for exclusivity of food and Beverages services
2	Vendor shall comply with all national and state taxation laws as applicable from time to time.
3	Food cooked in the Hospital Kitchen should be served to the patients, no outside food should be served and if the service provider is violating the same AIIMS shall have the right to terminate the contract.
4	All prepared dishes and menu will be analyzed for nutritional content by the dietician.
5	Re- use of frying medium i.e. Re-use of cooking oil should be avoided and to be discarded by end of the day (as per latest FSSAI regulations)
6	Construction of Gas Banks for cooking (if required) & obtaining its license as per statutory requirements as applicable and continuous supply of fuel for cooking shall be the responsibility of bidder.
7	Site Modification Work: Site Modification Work is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with department of the hospital administration of the institute (Annexure B). Site Modification Work details of Institution are to be given at the end of Technical Specification
8	DISMANTLING AND DEMOLISHING: Providing all tools, tackles, manpower for demolishing /dismantling, alteration/ addition any other work will be performed as per directions of engineer-in-charge. Disposal of building rubbish/ malba/ similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge. Any damage to AIIMS Properties during Dismantling and Demolishing vendor has to pay or will be detected from Performance bank guaranty.

TURNKEY WORKS FOR MAIN KITCHEN

- i) **The scope of turnkey would be Hospital Main Kitchen located in Lower ground floor of Hospital block Tower 5 of approx. 10,000sqft.**
- ii) The turnkey work includes all modifications to the built up space provided at the hospital site including Installation of Equipment, RO plant, civil works, electrical works, plumbing works, false ceiling, CCTV, firefighting, sanitary, drainage, furnishing, HVAC etc. While designing the Kitchen the Bidder has to provision for future expansion of Kitchen for installation of the highest capacity equipment like Combi-Oven, Dishwasher, Braising Pan quoted by the bidder in the said tender. This provision should be made without disrupting the zoning of the Kitchen. All ancillary services like (electricity, water points, plumbing, R.O etc.)required for future expansion has to be built in while designing and furnishing the Kitchen. DG Backup for Kitchen & Cafeteria will be provided by the Institute.
- iii) Bidders are required to visit the site for self-assessment of the extent of work.
- iv) All cable trenches and railings wherever required to be placed.
- v) Any other necessary work not mentioned in BOQ/technical specifications/turnkey but required for successful completion of Installation, testing & commissioning of Kitchen should be carried out by the bidder.
- vi) Bidder has to specify the Electrical Load Requirement, Water Requirement and other associated works required on the basis of BOQ given in the tender, air conditioning requirement, electrical light fittings etc.
- vii) Necessary Co-ordination with other associated works vendors/agencies like other medical services vendors/Civil contractor agencies/Institute will be responsibility of bidder for successful completion of Kitchen.
- viii) All necessary work & accessories required to install and complete functioning of equipment should be included in the equipment and supplied as standard.
- ix) Bidder has to construct toilets, rest room, change room (Male & Female), eye- shower and shower facilities for their workers. The entry and exit of the toilets should be outside the kitchen premises.
- x) Floors, ceilings and walls must be maintained in a sound condition to minimize the accumulation of dirt, condensation and growth of undesirable moulds. They should be made of impervious material and should be smooth and easy to clean with no flaking paint or plaster.
- xi) Doors shall also be made of smooth and non-absorbent surfaces so that they are easy to clean and wherever necessary, disinfect.
- xii) The floor of food processing / food service area shall have adequate and proper drainage and shall be easy to clean and where necessary, disinfect. Floors shall be sloped appropriately to facilitate drainage and the drainage shall flow in a direction opposite to the direction of food preparation/ manufacturing process flow.

Civil work

- a) All material should be of high quality and sample should get approved by consignee.
- b) Installation of false ceiling with at least 0.8mm thick stainless steel sheets (AISI 304) with minimum of 2x2 feet size with proper insulation.
- c) All civil works inclusive of construction of brick wall, plastering , painting etc required as per the approved lay out plan, laying of tiles on walls & floors, provision of doors & windows as per approved lay out plan
- d) Levelling of floor if any required before laying of floor tiles
- e) Grease traps are to be provided as per requirement.

Electrical work:

- a) Consignee will provide three phase supply at one point in KITCHEN Area. All remaining work has to be done by the bidder.
- b) Installation of the new electrical panels comprising of appropriate size ACB/ MCCB/ MCB/Contactors/ Relays/ Changeover/ Switchover/ Measuring Instruments/ Indicating lights etc as per requirement of the Lighting, machines, Air conditioners, AHUs, RO Plant etc. There should be separate cubicle panels for emergency and normal electrical supply.
- c) The approved make of electrical panel will be ABB/ L&T/ Legrand/ Snider/ Siemens. Panel fabricator should be CPRI approved.

Air-conditioning:

- a) Bidder has to do Air conditioning requirement as per zoning concept and standards.
- b) All the work will be done keeping in mind the prescribed norms of the pressure and the air changes for the different areas of the KITCHEN.

Fire safety:

Fire safety equipment will be installed as per the norms and requirements of the fire department and keeping in mind the norms and specifications of the different zoning areas of the KITCHEN.

- a) Fire detection and alarm system with conventional optical type smoke detectors, RIs/ MCP, fire control panel and its wiring with copper conductor FRLS wire shall be provided as per CPWD specifications. Alarm system to be synchronized/ integrated with hospital fire alarm system
 - i. Make of smoke detectors as approved should be Apollo/ Edward/ Siemens/ Honeywell.
 - ii. Make of RI, Hooters, MCP, Fire control panel will be of Agni/ Safex/ Minimax.
- b) Firefighting system should be installed comprising of Hose reels, fire hydrants, landing valve, hose pipes, branch pipe, nozzles, and valves as per CPWD specifications. The hosing and internal pipeline needs to be laid down by the vendor. However, the water connection will be provided by the institute.
- c) Automatic sprinkler system with adequate size of pressurization pump with pressure gauge, flow switch, annunciation panel etc shall be installed by the vendor, as per CPWD specifications.
- d) Vendor will provide adequate fire extinguishers of required type. (According to Fire safety rules).

Plumbing work & draining system

- a) Stainless piping to drain the hot water from autoclaves to nearest drains.
- b) All necessary plumbing works required in the KITCHEN area including laying of plumbing pipeline with all required fittings.
- c) All necessary drainage works required in the KITCHEN area including laying of drain pipeline with all required fittings.
- d) Provision of sanitation fittings in the toiles and any other associated areas.

Ventilation and lighting

- a) Provision of 2ft x 2ft LED lights to provide illumination of 500 lux in all areas. LED lights to be flush mounted to the false ceiling.
- b) Toughened glass sealed windows with curtains to be provided to allow natural sun light wherever possible.
- c) Exhaust air fans to be provided wherever required.

Security and safety

- a) AIIMS Jammu shall not be held responsible for any loss or damage due to any reasons whatsoever to any type of inventory that may be kept in the said Kitchen store by the vendor. The premises provided to the vendor should only be used for the purpose as mentioned in the contract (i.e. KITCHEN services for AIIMS, only). Under no circumstances, the premises is to be used for any other purpose, than what has been mentioned in the contract. The general safety & ensuring fire safety of the premises is the responsibility of the contractor.
- b) Bidder has to install CCTV cameras covering all major areas with recording of 30 days for the proper monitoring of workflow with the connection in the manager room. It should be integrated with Hospital security system.

LIST OF ITEMS AND SUGGESTED MANUFACTURERS:

- i. **FLOORING:** Double charged VITRIFIED TILES -Somany, Kajaria , H&R Johnson, RAK India
- ii. **PAINT:** Dulux, Asian Paints , Nerolac
- iii. **ELECTRICAL:**
- a) CABLES - Finolex, Havells,V-Guard.
- b) SWITCHES - Legrand, L&T, Crabtree, Roma.
- c) DISTRIBUTION BOX, MCB- Legrand, L&T, Siemens, Havells.
- d) LIGHT FITTINGS - Philips / Crompton / Kesselec-Schreder / Wipro.
- iv. **AIR CONDINTIONING** - Daikin, Hitachi, Blue Star, Voltas.
- v. **FURNITURE** - Hermen Miller, Godrej, Feather lite, Wipro

SPECIAL NOTE FOR SITE VISIT

Bidders in their own interest at their own cost are advised to visit, inspect and examine the kitchen premises and its surroundings and satisfy themselves including prevailing rules, regulations/directions of the local authorities/ State Government, that may be necessary for preparing the bid and execution of the contract, before submitting their Bids in respect of the Site Conditions including access to the site, availability of land, water, power and other facilities, Source and extent of availability of suitable materials including water etc. and labour, including but not restricted to any other conditions which may influence or affect the work or cost thereof under the contract. Bidder should visit the site before pre-bid in co-ordination with the administration of AIIMS, Jammu. No extra charges consequent upon lack of any information/ knowledge and understanding shall be entertained or payable by the Institute. The floor plan of the main kitchen area has to be submitted and approved by the competent authority of AIIMS, Jammu, before the execution of the work. Authorized personnel of bidder may collect brochures including list of user areas and floor plans from AIIMS, Jammu, for better understanding of main kitchen, wards/ICUs/OTs/OPD/etc. The bidders should note that information, if any, with regard to the hospital and local conditions, as contained in this Bid document has been given merely to assist the bidders and is not warranted complete in all respects. The bidder should ascertain all other information pertaining to and needed for the work including information regarding the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract. All the temporary services/arrangements shall be made by the bidder at no extra cost to the Institute.

STANDARD OPERATING PROCEDURES (SOP)**Objective**

1. The orderly and timely processing and distribution of food as per diet chart made available to the Vendor.
2. To ensure competence and proper methods of cooking food, preparation of feeds, preparation of Therapeutic Diet as per directions provided.

Work Flow Inventory management in Kitchen

1. Inventory management of the raw material and other items required in the Kitchen will be done by the Vendor.
2. Inventory Management of all the items required in the Kitchen should be such that there should neither be shortage nor excessive inventory in the store
3. No raw material or ingredient shall be used by the bidder if it is known to contain parasites, undesirable micro-organisms, pesticides, veterinary drugs or toxic items, decomposed or extraneous substances, which would not be reduced to an acceptable level by normal sorting and/or processing.
4. All raw materials, food additives and ingredients, wherever applicable, shall conform to all the Regulations and standards laid down under the Act. FSSAI (Latest Regulation).
5. Records of raw materials, food additives and ingredients as well as their source of procurement shall be maintained in a register for inspection. Proper records inclusive of raw material received & issued, name & ID of the person issuing the item and name & ID of the person receiving the item will be maintained
6. All raw materials should be checked & cleaned physically thoroughly. Raw materials should be purchased in quantities that correspond to storage/ preservation capacity.
7. Packaged raw material must be checked for 'expiry date'/ 'best before'/ 'use by' date, packaging integrity and storage conditions.
8. Receiving temperature of frozen food should be -180°C or below
9. Raw material received shall be checked by the vendor under the supervision of AIIMS Jammu for any decayed/ disintegrating item and if the defect is found item shall be replaced by the bidder and the same will be updated in the logbook.
10. The vendor shall procure all the raw food materials (only from laboratory tested reputed firms like FSSAI (as mentioned in Scope of Work of the tender).
11. 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).
12. Raw paste, sauces etc. should be stored in properly covered containers made of food grade material and checked regularly for fungal growth, deterioration etc.

Opening of the Kitchen

1. Name and the responsibility should be fixed of a person who opens the Kitchen. He /She will turn on all the basic utilities like light, equipment requiring time to pre-heat.
2. The person who opens the kitchen will inspect the whole kitchen area for neatness, cleanliness and will report to the concerned personnel for any equipment malfunctions.
1. The record of the same will be maintained.

Preparation Procedures for cooking of the food

1. The ingredients required to cook the daily menu need to be taken out at the beginning of the meal cooking.
2. The Bidder shall develop and maintain the systems to ensure that time and temperature are controlled effectively where it is critical to the safety and suitability of food. Such control shall include time and temperature of receiving, processing, cooking, cooling, storage, packaging, distribution and food service up to the patient.
3. Whenever frozen food / raw materials are being used / handled /transported, proper care should be taken so that defrosted / thawed material are not stored back after opening for future use.
4. If thawing is required then only required portion of the food should be thawed at a time.
5. Wherever cooking is done on open fire, proper outlets for smoke/steam etc. like chimney, exhaust fan etc. shall be provided

Washing of raw vegetables and other food items

1. Adequate facilities for washing of raw food should be provided.
2. Every sink (or other facilities) for washing food must have an adequate supply of hot and/or cold water.
3. 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.
4. Whole fruits and vegetables should be washed in potable water before being cut, mixed with other ingredients.
5. Uncooked, ready-to-eat fruits & vegetables should water adequately before cutting, peeling or serving
6. Fruits and vegetables should be peeled, squeezed and/or cut, as appropriate, with clean equipment/ utensils made of non- absorbent food grade materials

Chopping

1. Use Cutting Boards wherever required.
2. Keep the items on work tables organized - Do not crowd the tabletop.
3. Keep all knives visible: Do not cover knives with food, towels, etc.
4. Wipe up spills right away.
5. Work with CLEAN towels.
6. Store knives so they are visible and will not fall or be covered - NOT in drawers.
7. Before opening a new food container, be sure the old one is used up - not "lost".
8. Avoid stacking items to the point they become unstable

Non-veg. Products: Only Egg is allowed in non Veg food

Cooking:

1. Cooking to be done as per the hospital Menu Plan provided to the vendor.
2. All the workers should protect themselves from any injury or burn etc.
3. Equipment and utensils used in the preparation of food shall be kept at all times in good order and repair and in a clean and sanitary condition. Such utensil or container shall not be used for any other purpose.
4. Every utensil or container containing any food or ingredient of food 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 insect.

Preparation of Therapeutic and feeds:

1. Should be prepared as recommended by the Dietician/Doctor.
2. Therapeutic Diet should be prepared under all hygienic conditions
3. Personnel preparing Therapeutic Diet should follow all condition with regard to personnel Hygiene

Packaging of Food for distribution to patient care areas

1. Food should be packed in food plates as per Diet Menu
2. Packaging materials shall provide protection for all food products to prevent contamination, damage and shall accommodate required labelling as laid down under the FSS Act & the Regulations there under.
3. 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 (latest) and rules
4. Packaging materials 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.
5. Food plates and other items must be maintained in good repair and kept clean.
6. Plates or any other items used for serving the food to the patients should be stain free & odour free. There should be no breakage / Crack /Distortion of the food plates or items used for serving/ distribution of the food to the patients.

Preparation required prior to the distribution of food.

1. Distribution trolleys should be clean and ready for distribution as per the requirement. All critical links in the supply chain need to be identified and provided for to minimize food spoilage during transportation. Processed / packaged and / or ready-to-eat food shall be protected as per the required storage conditions during transportation and / or service.
2. 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 nontoxic, kept clean and maintained in good condition in order to protect foodstuffs from any contamination.
3. Transport trolley and / or containers shall not be used for transporting anything other than foodstuffs where this may result in contamination of foodstuffs. Where the same conveyance or container is used for transportation of different foods, or high risk foods such as eggs etc., effective cleaning and disinfections shall be carried out between loads to avoid the risk of cross- contamination.

Distribution of food

Indicative Timings of Distribution of Food (For General Patient/ Pvt Patient/ Therapeutic Diet/ Feeds) Morning (Milk) : 6:00 – 7:00AM Breakfast : 8:00 – 9:00 AM, Midday 10:30- 11:00 AM(only if applicable) Lunch : 12:30 Noon – 1:30 PM Evening (tea & Biscuit) :4:00– 5:00 PM Dinner : 7:30 – 8:30 PM, Bedtime Milk 10:30- 11:00 PM (only if Applicable)

1. Timings mentioned above are standard, but food should also be provided as and when required for patient on special request of the competent authority.
2. Name and Department of the Competent authority ordering food in timings other than mentioned above to be specified in the log book which will be maintained by the bidder
3. Food (For General Patient/ Pvt Patient/ Therapeutic Diet/ Feeds) will be distributed to the patients as per the diet chart which will be made available to the person designated for the distribution of food by AIIMS.

Collection of utensils used for serving food from patient care areas

1. Food plates and other items like tea Kettle etc shall be collected from wards and other areas after one hours of distribution of food.
2. Collecting trolleys should be used for the same and these should be transported to the washing area of the kitchen.

Ware-washing Area

1. Adequate facilities for cleaning, disinfecting of utensils and equipment shall be provided. The facilities must have an adequate supply of hot and cold water if required.
2. The personnel working in Ware Wash area are important. They are responsible for putting everything in its place. Their performance, above all others, prevents food poisoning and creates order.
3. Inspect the dishwasher for cleanliness. Clean if necessary.
4. Check the chemical levels. Fill as required.
5. Assemble the machine, if left dis-assembled.
6. Assemble tools: scrapers, squeegees.
7. Check and refill hand-washing station stocks: bacteriostatic soap, paper towels.
8. Keep the floor dry near the dish area.
9. Let all items air dry before putting away. All equipment shall be kept clean, washed, dried, and stacked at the close of business to ensure freedom from growth of mold/ fungi and infestation.
10. Avoid excessive dumping of fibrous foods into the disposal.
11. Avoid putting large amounts of starchy foods into the drains: rice, cereals.(They swell in your pipes and clog them.)
12. Avoid putting fats into the drains: shortenings, icings, oils, butters.(They congeal in your pipes and clog them.)
13. Precautions to be taken by staff washing the dishes
14. The vendor shall be responsible for procurement of all the detergents/washing chemicals etc. The institute authorities can make surprise check to verify that the items used are as per approved formula and right quantity of these are being used. All the Washing Chemicals/Detergents/etc has to be in liquid form.

Kitchen Orderliness

1. All areas to be demarcated properly and accordingly. Proper signage's to be placed as per the area.
2. To specify clearly the area where all types of food are stored.(Using a label maker that prints adhesive, sooth, washable labels is recommended for marking shelves, cabinets and refrigerators/freezers).
3. In addition, specify the location of: Pots, Pans, Trays, Appliances& Appliance Accessories, Utensils, Small Wares, China, Flatware, Glasses, chemicals, Cleaning Supplies, Linen - Clean and Soiled.

Personal hygiene

1. The workers in main Kitchen should have dress code and the same must be approved by AIIMS Jammu. The workers inside the kitchen must always be in dress code.
2. 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.
3. The vendor shall develop system, whereby any person so affected, shall immediately report illness or symptoms of illness to the Kitchen In charge (From Contractor's Side) and medical examination of a food handler shall be carried out apart from the periodic check-ups, if clinically or epidemiologically indicated.
4. Food handlers / employees working in the kitchen should be medically examined once in six month to ensure that they are free from any infectious, contagious and other communicable diseases. A record of these examinations signed by a registered medical practitioner shall be maintained for inspection purpose.
5. The staff should be compulsorily inoculated against the enteric group of diseases as per recommended schedule of the vaccine and a record shall be kept for inspection. In case of an epidemic, all workers are to be vaccinated irrespective of the scheduled vaccination.

Personal Cleanliness & Hand Hygiene:

1. Food handlers shall maintain a high degree of personal cleanliness. The contractor shall provide to all food handlers adequate and suitable clean protective clothing, head covering, face mask, gloves and footwear and the contractor shall ensure that the food handlers at work wear only clean protective clothes, head covering and footwear every day.
2. 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.
3. 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.
4. The food handlers should trim their nails and hair periodically, do not encourage or practice unhygienic habits while handling food.
5. Persons working directly with and handling raw materials or food products shall maintain high standards of personal cleanliness at all times. In particular: a) they shall not smoke, spit, eat or drink in areas or rooms where raw materials and food products are handled or stored; b) 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. c) 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.

6. Hand washing station should be there in all areas.
7. Liquid Soap and water should be available in washing areas. Liquid Soap used should be approved from AIIMS authority. WHO Hand Hygiene poster indicating steps of hand hygiene should be displayed in all the areas of the Kitchen.

Cleanliness of the Kitchen:

1. Equipment used in Kitchen should be cleaned after each use. Cleaning chemicals shall be handled and used carefully in accordance with the instructions of the manufacturer and shall be stored separately away from food materials, in clearly identified containers, to avoid any risk of contaminating food. The premises shall be clean, adequately lighted and ventilated and sufficient free space for movement.
2. Floors, Ceilings and walls must be maintained in a sound condition. They should be smooth and easy to clean with no flaking paint or plaster. The floor and skirted walls shall be washed as per requirement with an effective disinfectant, the premises shall be kept free from all insects.
3. No spraying shall be done during the working hours in the Kitchen, but instead fly swats/ flaps should be used to kill spray flies getting into the premises. Windows, doors and other openings shall be fitted with net or screen, as appropriate to make the premise insect free.
4. The water used in cooking food shall be potable and if required chemical and bacteriological examination of the water shall be done at regular intervals at any recognized laboratory.
5. Kitchen should be clean and Hygienic any time and mandatory washing should be done every day before closing the kitchen.
6. Continuous supply of potable water shall be ensured in the premises. In case of intermittent water supply, adequate storage arrangement for water used in food or washing shall be made.
7. Only potable water, with appropriate facilities for its storage and distribution shall be used as an ingredient in processing and cooking.
8. 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. Water storage tanks shall be cleaned periodically and records of the same shall be maintained in a register.
9. 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, firefighting & 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.
10. Non potable water pipes shall be clearly distinguished from those in use for potable water.
11. No vessel, container or other equipment, the use of which is likely to cause metallic contamination injurious to health shall be employed in the preparation, packing or storage of food. (Copper or brass vessels shall have proper lining)
12. 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.
13. Equipment and containers for waste, by-products and inedible or dangerous substances, shall be specifically identifiable and suitably constructed.
14. Containers used to hold cleaning chemicals and other dangerous substances shall be identified and stored separately to prevent malicious or accidental contamination of food.
15. All items, fittings and equipment that touch or come in contact with food must be: kept in good condition in a way that enables them to be kept clean and wherever necessary, to be disinfected.
16. Chipped enamelled containers will not be used. Stainless steel /aluminium / glass containers, mugs, jugs, trays etc. suitable for cooking and storing shall be used. Brass utensils shall be frequently provided with lining.

Drainage and waste disposal

1. Food waste and other waste materials shall be removed periodically 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 designed and constructed 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 the 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.

Ice and Steam

1. Ice and Steam used in direct contact with food shall be made from potable water and shall comply with requirements specified under FSSAI Rules (latest guidelines)
2. Ice and steam shall be produced, handled and stored in such a manner that no contamination can happen.

Visitors

1. 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 contractor 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

Pest Control in Kitchen

1. Kitchen shall be kept in good repair to prevent pest access and to eliminate potential breeding sites.
2. Holes, drains and other places where pests are likely to gain access shall be kept in sealed condition or fitted with mesh / grills / claddings or any other suitable means as required and animals, birds and pets shall not be allowed to enter into the food establishment areas/ premises.
3. Food materials shall be stored in pest-proof containers stacked above the ground and away from walls.
4. Pest infestations shall be dealt with immediately and without adversely affecting the food safety or suitability.
5. Treatment with permissible chemical, physical or biological agents, within the appropriate limits, shall be carried out without posing a threat to the safety or suitability of food. Records of pesticides /insecticides used along with dates and frequency shall be maintained. Insecticides / disinfectants shall be kept and stored separately and away from food manufacturing / storing/ handling areas.
6. Adequate control measures should be in place to prevent insects and rodents from entering the processing area from drains.
7. 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

Safety of Appliances

1) Small Appliances:

- a) Pay close attention whenever using equipment with moving parts.
- b) Use appliances according to their instructional manuals.
- c) Do not overload blenders, food processors, mixers, fryers.
- d) Do not leave mixing/chopping appliances running un-attended.
- e) Unplug electrical appliances before cleaning, assembling or disassembling.
- f) Wipe clean after each use.
- g) Store attachments (lids, blades, hooks, paddles, whip, etc.) in their right place.

2) Large Heating Appliances: Ovens, ranges, broilers, etc.

- a) Wipe up all spills immediately.
- b) Monitor temperatures on a set schedule: once per shift. Enter readings in a log.
- c) Follow a scheduled preventative cleaning and maintenance schedule.

3) Cooling Appliances:

- a) Wipe up all spills immediately.
- b) Keep door handles, door seals, floors and shelves clean.
- c) Vacuum and de-grease cooling coils / fan area weekly.
- d) Do not block air-exchange passages with food.
- e) Monitor temperatures once each shift. Record temperatures in a log.
- f) Wrap, label and date all items.
- g) Store items in their designated spots.
- h) Empty and clean refrigerators at least weekly.

Storage Guidelines for Raw material

1. Storage facilities shall be designed and constructed to enable food to be effectively protected from contamination during storage; permit adequate maintenance and cleaning, to avoid pest access and accumulation.
2. Cold Storage facility, wherever required, shall be provided to raw, processed / packed food according to the type and requirement.
3. Segregation shall be provided for the storage of raw, processed, rejected, recalled or returned materials or products which will be distinguishably marked and secured.
4. Raw materials and food shall be stored in separate areas from printed packaging materials, stationary, hardware and cleaning materials / chemicals. Raw food, poultry and seafood products shall be cold stored separately from the area of work-in-progress, processed, cooked and packaged products.
5. Storage of raw materials, ingredients, work-in-progress and packaged food products shall be subject to FIFO (First in, First Out), FEFO (First Expire First Out) stock rotation system as applicable.
6. Containers made of non-toxic materials shall be provided for storage of raw materials, work-in-progress and finished / ready to serve products. The food materials shall be stored on racks / pallets such that they are reasonably well above the floor level and away from the wall so as to facilitate effective cleaning and prevent harbouring of any pests, insects or rodents.
7. All articles that are stored shall be fit for consumption and have proper cover. Storage area for all items like Atta, Rice, vegetables should be spick and span with proper labelling and marking. Vegetable storage room has to be separate from other dry storages. Storages have to be in racks. Dairy products should be held in their own very cold refrigerators, nearly freezing. Or keep them in the coldest (usually the bottom) part of the fridge. Store ordinary onions and potatoes in a cool, dry, dark pantry

Fire Safety: All staff members should know

- a. How to use the portable fire extinguishers.
- b. The limitations of the portable fire extinguishers.
- c. The presence of the built-in fire suppression system - and what activates it.
- d. How to safely evacuate the building.
- e. All cooks should know:
- f. How to put out very small flame-ups with salt or baking soda.
- g. That water on a grease fire will just make it worse.
- h. To NOT "clean" grills and broilers by setting the heat to MAX to burn food off.

Closing the Kitchen

1. As time permits, each station cook should begin closing their respective stations during the last hour of service. Soiled bowls, tools, boards, pans, etc. that are least likely to be needed again should be sent to the pot washer. This reduces an overload in the washing station. As much as is practical, keep bringing dirty items to the pot-washer as the breakdown and cleaning progresses rather than dumping all of the soiled cookware on the pot-washer at the last minute
2. As soon as the last order is sent out, all heating equipment should be shut off and wiped down when cool enough.
3. At the end of the day no left over food shall be stored in the refrigerators

Other tasks commonly attended to by cooks in most closing procedures include:

1. Wash and sanitize the hand tools: knives, special cutters
2. Unplug, wash and sanitize small appliances.
3. Wash and sanitize the station fixtures: tables, shelving, cabinets, and heat lamps.
4. Empty, wash and sanitize under-counter line refrigerators. Re- assemble.
5. Lock up special tools
6. Write any notes for the next shift.
7. Fill out any production reports, inventory par sheets.
8. Make final checks of the coolers and freezers.
9. Lock all cabinets and coolers. Put the keys in their storage place (no pockets!).
10. Re-Check that all ovens, ranges, grills, etc. are shut off.
11. Put soiled towels and uniforms in the proper hampers.
12. Clock out.

The dish / pot washer (or night porter) should:

1. Complete putting away all items after washing and allowing to air-dry.
2. Breakdown, clean and re-assemble dish machine. Leave open to air-dry.
3. Wash down walls and shelving all around and under washing area.
4. Check and refill chemicals as necessary.
5. Store cleaning tools: scrapers, squeegees.
6. Collect all trash receptacles. Empty, wash, leave to air dry. Re- line when dry.
7. Straighten chemical and cleaning supplies cabinets.
8. Gather the floor mats, clean and hang to dry.
9. Sweep and wash floors.
10. No waste to be stored in kitchen at any point of time.

Person who closes the Kitchen

1. He / She should make a final inspection of the kitchen.
2. Double-check that no perishable foods have been left out.
3. All refrigeration equipment should be checked to be sure that it is on and working and locked.
4. Any cabinets that should be locked need to be re-checked and the presence of the kitchen keys needs to be verified.
5. All heating equipment should be re-checked to be certain all units are off.
6. Monitor the general cleanliness and orderliness.
7. Determine that everyone else has left.
8. Secure the office and the sales receipts.
9. Shut off the fans and the lights.
10. Lock interior doors as needed.
11. Exit, checking that the exterior door is secure.

Supervision and Quality control

- 1) All chemical and detergent to be approved by Kitchen monitoring committee before use in kitchen
- 1) Management shall demand and be supplied with a sample of any washing chemical or detergent for inspection and analysis & if required to be sent for testing by the approved laboratory.
- 2) AIIMS Jammu, authorities will have unfettered right to inspect the premise, process of kitchen, finished product at any time and the vendor shall cooperate with the authorities.
- 3) In case of any suspicion or possible contamination, food materials / food shall be tested before dispatch from the kitchen.
- 4) Audit, Documentation and Records: A periodic audit of the whole system according to the SOP shall be done to find out gap and to do corrective and preventive actions.

Display of Rates

The vendor should prominently display rates of the selling items as per ANNEXURE-F at the Cafeteria premises (both Ground Floor & First Floor) of the hospital block

Note: It will be the responsibility of the bidder to abide by the SOP laid down for Kitchen by the institute and to adapt changes in SOPs from time to time. The successful bidder will ensure this policy is implemented efficiently. To monitor compliance Tender to the policy spot checks will be undertaken by the institute.

INDICATIVE LIST OF EQUIPMENT AND UTENSILS

Sl.No	Area	Description
1.	Receiving Area	Weighing Scales for Bulk receiving
2.		Table Top Weighing Scale
3.		Mobile Bussing Cart As required
4.		Foot Activated Hand Wash Sink Unit
5.		Knife Sanitizer with UV Lamps
6.		Wall mounted Hose Reel with Spray Gun
7.	Washing area	Three Bowl Sink
8.		Double sink unit
9.		Big Bowl Sink
10.		Wall Shelf 3000x300
11.		Wall Shelf 1500x300
12.		Wall Shelf 3300x300
13.		Wall mounted Hose Reel with Spray Gun
14.		Foot Activated Hand Wash Sink Unit
15.		Tilting Basket Vegetable washer
16.		Mobile tank with False Bottom
17.	Preparation Area	Foot Activated Hand Wash Sink Unit
18.		Double Sink Unit
19.		Motorized Vegetable Peeler
20.		Wall mounted Hose Reel with Spray Gun
21.		Wall Shelf
22.		Work Table
23.		Dough Kneader-80 Litres
24.		Dough Kneader-40 Litres
25.		Cutter/Slicer
26.		Portable Hand Mixer
27.		Coconut Scraper
28.		Pulverizer
29.		Tilting Wet Grinder
30.		Vacuum Packaging Machine
31.	Hot Preparation	Combi Oven – 40 GN
32.		Combi Oven – 20 GN
33.		Exhaust Hood for Combi Oven
34.		Exhaust Hood for Tilting Braising Pan
35.		Tilting Pressurised Braising Pan
36.		Exhaust Hood for Tilting Pressurised Braising Pan
37.		Tilting Boiling Pan
38.		Exhaust Hood for Tilting Boiling Pan
39.		Tilting Braising Pan
40.		Automatic Chapatti Maker
41.		Exhaust Hood for Chapatti Maker
42.		Chapatti Collection Trolley
43.		Chapatti Plate cum Puffer
44.		Spreader Table
45.		Four Burner Range with Convection Oven underneath

46.		Exhaust Hood for Four burner ranger
47.		Single Burner stock pot stove (Single/Double)
48.		High Power Grill
49.		Health Sink With Sanitizer
50.		Work Table With Splash
51.		Single Sink Unit
52.		Granite Top Table
53.		Dosa plate Gas operated
54.		Exhaust hood for Dosa Plate
55.		Idli Steamer
56.	Preparation area for Therapeutic Diet	As per requirement
57.		Planetary Mixer
58.		Bakery Oven with Proofer
59.	Bakery Preparation Area	Dough Sheeter
60.		Bread Slicer
61.		Pre-wash Table with Pre-wash Spray Unit
62.		Dish Washer - Hood Type with Vapour Hood
63.		Loading / Unloading Table for Hood Type Dish washer
64.		Dish Washer - Conveyor Type
65.	Dish Washing Area	Soiled Dish Drop Off Table with Rach Shelf & Chute
66.		Clean Dish Landing table
67.		Mobile Clean Dish Racks
68.		Wall mounted Hose Reel with Spray Gun
69.		Foot Activated Hand Wash Sink Unit
70.		SS Storage Rack As required
71.		Cold Room - Walk In Refrigerator
72.		Storage bins for Onion and Potatoes
73.	Storage Area	Storage bins for Grains and pulses
74.		Freezer Room - Walk In Freezer
75.		Upright freezer
76.		Upright Refrigerator
77.		SS Table
78.	Pre Distribution area	SS Racks
79.		SS Drawers
80.		Service Trolley
81.		Bain Marie Trolley with Heated Cupboard
82.	Distribution area	Refrigerated Trolley
83.		Wall mounted Hose Reel with Spray Gun
84.		Foot Activated Hand Wash Sink Unit
85.		Stainless Steel Serving Plates with Compartments
86.		Mobile Hot Food Carts
87.		Water Cooler
88.		Drain Trough Gratings
89.		Insect Light Traps for Pest Control
90.	Miscellaneous	Air Curtains
91.		Garbage Bins
92.		Ice Cube Machine
93.		Blenders
94.		Rice Cooker

95.	Masala Trolley
96.	Work Table With Sink
97.	Wall Mounted Shelf
98.	Work Table With Undershelf
99.	Platform Trolley As required
100.	RO System As required
101.	Spoons stainless steel
102.	Cling foil Paper Napkins Dispenser
103.	Chapatti Wrap
104.	Forks Stainless Steel
105.	Butter Knife Stainless steel
106.	Glass Bottles for Liquid feed
107.	Insulated flask for Tea/ Coffee / Milk
108.	Food Thermometer
109.	Macerators
110.	Hand dryer
111.	Hot water Geyser-100 Ltrs.
112.	Hot air Hand Dryer
113.	Water Boiler-20 Litres
114.	Micro wave oven
115.	Sandwich griller
116.	Pallets
117.	Cap cabinet
118.	Soiled Dish trolley
119.	Garbage Trolley
120.	Garbage Bins with Lids

Following instructions regarding installation and maintenance of equipment should be complied with by the service provider.

- a. The bidder has to install modern kitchen at the main kitchen area on his own expenses. Before Installation of Kitchen Equipment, the bidder has to submit a drawing of proposed layout to the AIIMS Jammu authority for approval.
- b. Sufficiency of equipment as per the bed strength is a necessity. The list of equipment given above is only indicative and not exhaustive. **The number may be decided by the bidder in consultation with competent authority of AIIMS Jammu based on the number of operational beds and any other additional utensils/equipment required can be added as and when required according to the need and this should be taken care by the bidder if the need arises.**
- c. All equipment to be installed must be of good quality i.e., of SS 304 grade and machinery from reputed brands. All the equipment and utensils used must be as per the Indian Standards (adopted by BIS certified).
- d. The food shall be served as per Indian Standards (adopted by BIS certified) good quality stainless steel plates with cover. The disposables if used should be food grade and of biodegradable material.
- e. Equipment and containers that come in contact with food must be of known materials, which do not impart any toxicity to the food. Utensils containing any injurious/ corrosive metals

should not be used. If at any point of time any of the materials used are found injurious to the health of the consumers, the service provider shall be liable to statutory proceedings and compensations.

- f. Equipment and containers should be easy to clean. Necessary cleaning materials in sufficient quantity (at least a week's stock) should be all the time available and in the ready-to-use condition.
- g. All the equipment and containers should be kept clean, dry and in a good order.
- h. Equipment and containers should be covered properly with a clean cover or lid when not in use.
- i. Where necessary, equipment is to be fitted with appropriate control devices for monitoring purposes and to control the temperature. Thermometers should be in working condition all the time & calibrated at regular intervals.
- j. All the equipment and containers must be suitably placed and not exposed to any source of contamination and must be installed in such a manner as to allow adequate cleaning.
- k. Lubricants used must be food grade wherever there is risk of direct & indirect contact with the product.
- l. Preventive maintenance of the equipment should be ensured as per the schedule. A logbook for equipment maintenance should be updated and countersigned by the kitchen monitoring committee.
- m. Conduct of regular inspections and maintenance of equipment is mandatory. Promptly repair or replace of damaged equipment to prevent contamination and hampering of services.
- n. Necessary storage arrangements like walk-in cooler, refrigerators to keep the dairy products and other perishable items at the required temperature shall be the responsibility of the service provider.

SUGGESTED BRANDS OF RAW MATERIALS

Dairy Products: FSSAI Certified		
1	Milk- (Toned/Double Toned/ Full Cream/standard)	Amul/Mothers dairy /Verka/Snowcap
2	Butter	Amul/Britannia/ Nutralite
3	White Butter	Amul/ Dairy Craft/ Any Brand with Agmark
4	Buttermilk	Amul/Mothers dairy/Verka
5	Curd	Nestle/Amul/Snowcap
6	Paneer	Fresh Paneer/Amul/ Mothers dairy
7	Ice Cream	Kwality Walls/Amul/ Mothers dairy
8	Milk Creamer	Nestle/ Amul/Britannia
9	Milk Cream	Amul/Nestle/Kwality Walls
10	Cheese	Amul/Britannia
Bakery Products: FSSAI Certified		
1	Bread (White bread/brown bread/ multigrain bread)	Popular/Britannia/Modern
2	Biscuits (Multigrain/Marie/Parle-G)	Britannia/Parle/Sunfeast
Cereals/grains/products: FSSAI Certified		
1	Dalia	Rajdhani/Shaktibhog/ Silver coin/Nourish
2	Semolina	Fortune/ Silver coin/ ShaktiBhog/Rajdhani/ Nourish
3	Atta	Rajdhani/ShaktiBhog/Ashirwad/Nature Fresh/Fortune/ Nourish
4	Maida	ShaktiBhog/Rajdhani/ Fortune/ Nourish
5	Makkai Atta	Gangwal/ Silver coin/ Rajdhani/ Nourish
6	Rice Basmati	Jagat/India gate/ Daawat/ Kohinoor/Lal Quila/ Heritage/ Nourish
7	Rice (for khichdi/ kheer/general daily use):	Dubraj/ Kalimuch/Daawat/Mogra/India Gate/ Nourish
8	Barley Dalia	Sampurna/Organic India
9	Oats	Kellogs/ Saffola/Quaker/ Bagry's
10	Ragi	Ashirwaad/Sri-sritatwa/Ashirwaad
11	Muesli	Kellogs/ Quaker
12	Corn Flakes	Kellogs/Mohun/ Bagry's/ Tops
13	Vermicelli	Bambino/ MTR/
14	Sabudana	Sachamoti/ Varalakshmi /Jain Trading Co.
15	Poha	Rajdhani/ Gangwal/Shakti Bhog/ MTR/ Tata Sampann/ Goodlife/ Nourish
16	Macaroni	Bambinno/ Nestle/ Delmonte/ Maggie/ Nourish
17	Pasta	Bambino/ Weikfield/Nestle/ Sunfeast ITC/ Nourish
18	Plain Noodles	Tops/ Nestle/ Sunfeast ITC/
19	Sweetcorn	Safal/ Tadaa/ GoldenCrown/ Delmonte

20	Corn flour	Wiekfield/ Brown &Polson/ Tops/ Pillsbury
21	Custard Powder	Wiekfield/Brown &Polson/ Tops/ Pillsbury
22	Makhana	Swachh/ Mourya/Bagrry,s
23	Sago	Royal Ratan/ Varlaxmi/ Saccha Moti
24	Sugar	Madhur/ Uttam Sugar
25	Jaggery	Madhur/ DK/ Kesar
Pulses/legumes/products: FSSAI Certified		
1	Pulses and Legumes: (Dal/ Beans)	Tata Sampann / Teen Ekka /Good Life/ Nourish
2	Soya nuggets and Soyabean	Nutrela/ Fortune/ Pushp/ Nourish
3	Besan	Shakti Bhog/Rajdhani/Gangwal/ Silver Coin/ Nourish
4	Idli Mix	Pillsbury/MTR/ Gangwal/ Silver Coin
5	Frozen Peas	Safal/ Oddi Fresh / SPT
6	Groundnuts	Best Choice/ SS Gold/ Greenland
Fats and oils: FSSAI		
1	Ghee	Amul/Madhusudan/ Sanchi/ Goverdhan/Nova
2	Olive Oil	Figaro/ Del monte/ Oleev
3	Refined Oil	Safola/Ruchi/Fortune/ Sundrop/ Dhara/ Nourish
4	Mustard oil	Fortune/Pmark/ Dabur/kachi ghani
Juices and drinks: FSSAI Certified		
1	Juices	Preferably fresh juice/Real/Tropicana
2	Coconut Water	Preferably fresh/ Real/ Cocolal –Jain Agro Food Product
Spices: FSSAI Certified		
1	Spices (Grounded/ Whole)	Catch/ MDH/ Everest/ Nourish
2	Hing	Ramdev/ MDH
3	Spice Whole	Catch/ MDH/ Everest/ Nourish
Miscellaneous: FSSAI Certified		
1	Baking Powder	Weikfield/Tops/ brand with agmark
2	Baking soda	Weikfield/Tops/ brand with agmark
3	Chilli Sauce	Kissans/Nilon's/ Weikfield/Tabasco / Tops
4	Coconut Powder & Dry Fruits	
5	Coffee	Nescafe/ Bru/Sunrise
6	Tomato Ketchup	Tops/ Kissan/ Nestle/ Heinz/ Del monte
7	Artificial Sweetener	Sugar free/Natura/Stevia
8	Honey	Dabur/ Saffola
9	Jam Sachets	Tops/Kissan
10	Pickle	Tops/ Mother Recipe/ Nilon's
11	Salt	Tata/Annapurna/Captain Cook/ Nourish
12	Salt and Pepper Sachets	Catch/Naturesmith
13	Soya Sauce	Ching/ Weikfield / Maggi/ Tops/ Fun foods
14	Sugar Sachet	HiChoice / Mb Refined sugar
15	Tea	Tata tea/ Brooke Bond/ Waghbakri / Lipton/ Marvel/ Taj Mahal/Red Label
16	Tea Bags	Tata tea/ Brooke Bond/ Lipton/ Taj Mahal

17	Tomato Ketchup Sachet	Tops/Maggie/Heinz/ Del monte
18	Vinegar	Tops/Maggie/Heinz/ Del monte
19	Pickle Sachets	Tops/ Nilon's
20	Jam Sachets	Tops/Kissan
21	Seedless Tamarind	SK Organic/Eastern
22	Dry – fruits	good life/nourish/California
23	Papad	Nourish/Agrawal's/ Lijjat
Fruits & Vegetable		
1	Fresh Fruits & Vegetable of Good Quality	Local Market

Note:

***Any renowned Brands can be added with consensus of Kitchen monitoring committee/ Competent Hospital Authority**

****Vanaspati (Dalda) in other food items is strictly prohibited.**

SAMPLE DIET ORDERS

All the diet plans are in accordance with RDA 2020 (Ref: NIN, ICMR). There will be a total of 11 types of Diets (with their sub types) that will have to be prepared as per the directions in this regard. The Diet types to be prepared as below: -

Diet No.	TYPE OF DIET
1	General ward regular diet
2	General ward soft diet
3	Private ward regular diet
4	Private ward soft diet
5	Diabetic diet
6	Renal diet
7	Burn diet
8	Oral Liquid feed
9	RT feeding
10	Gluten free diet
11	Pediatric diet

- The sample menu plan for the above type of Diet is given. The weekly menu plan will be finalized by the Administration/ kitchen monitoring committee/Dietician of AIIMS Jammu and will be within the raw unit as indicated.
- The Successful bidder will have to inform the institute in writing about the brand of the product that will be used, and the store from which it will be purchased. An indicative brand that is to be used is given. A final decision regarding the brand used will be with the institute, which will be binding.
- At the time of submitting bills for the payment, GST Bills of the raw materials purchase will have to be submitted with an Annexure of the indexing of all the purchases made. All purchases made will be stored in a storeroom, and supervision of the stores purchased will be of AIIMS Jammu along with the successful bidder.
- A single rate to be quoted in the Price Bid. The quoted rate will include all types of Diet that is provided to the patients, which will include all the activities related with the preparation, delivery, and its servicing. No other payment will be made apart from the rate quoted in the price bid. Any taxes / statutory levies will be paid by the Institute. Any such payment made will have to be informed to the Institute with documentary evidence.

Diet 1: Sample menu plan for General ward (regular diet)

Meal Distribution	Meals	Quantity
Morning tea	Tea	01 cup (150 ml)
	Biscuit	05 pieces packed
Breakfast	Milk	200 ml/ 1 glass
	Bread butter/cornflakes/Oat/Dalia	02 pieces/60 gm
	Paneer/Egg	02 slice/1 pc. (50 gm)
	Fruit (whole)	120 gm
Lunch	Roti/ Millet roti	03 pieces (Raw 25 gm atta/ millet)
	Dal	01 Karchi (25 gm raw)
	Rice	02 Karchi (25 gm raw= 75 gm cooked wt)
	Dry green vegetable	01 serving (100 gm cooked wt.)
	Seasonal vegetable	01 serving (200 gm cooked wt.)
	Salad	50 gm
Evening Snacks	Tea	01 cup (150 ml)
	Biscuit	05 pieces packed
Dinner	Roti/ Millet roti	03 pieces
	Rice	02 Karchi (25 gm raw= 75 gm cooked wt)
	Dal	01 Karchi
	Dry green vegetable	01 Karchi (100 gm cooked wt.)
	Seasonal vegetable	01 Karchi (200 gm cooked wt.)
	Salad	50 gm

Diet 2: Sample menu plan for General ward (soft diet)

Meal Distribution	Meals	Quantity
Morning tea	Tea	01 cup (150 ml)
	Biscuit	04 piece packed
Breakfast	Milk	200 ml/ 1 glass
	Bread/Dalia	04 pieces/2 serving
	Paneer/egg	25 gm/ 1 piece
	Fruit (whole)/Fruit Juice	1 piece
	Buttermilk/	100 ml
Lunch	Khichdi	02 serving (150 gm cooked
	(Rice, Dal, Green Veg.) Or Green Veg. Seasonal	02 serving (200 gm cooked)
	Curd	100 gm
Evening Snacks	Sabudana Kheer/Soup	01 serving (75 gm cooked)
	Tea, Biscuits	1 Cup (150 ml), 04 Pieces
Dinner	Dalia (Dalia+Green Veg.)	02 serving (150 gm cooked wt.)
	Green Veg.	1 serving (100 gm cooked)
	Dal	1 serving (100 gm)

Diet 3: Sample menu plan for Private ward regular diet

Meal Pattern	Meals	Quantity
Morning tea	Tea	01 cup (150 ml)
	Biscuit	04 piece packed

Breakfast	Milk	200 ml/ 1 glass
	Bread + jam+ butter	04 pieces
	Poha/Dalia/Cornflakes/ Oats/Sprouts/ Idli/ Besan Chilla	2 serving
	Paneer/egg	25 gm/ 1 piece
Mid-day	Fruit (whole)/Fruit Juice	1 piece
	Soup/Buttermilk/coconut water/lemon water	100 ml
Lunch	Khichdi/ Rice, Dal, Green Veg.	02 serving (150 gm cooked)
	Green Veg. Seasonal	02 serving (200 gm cooked)
	Salad	100 gm
	Curd/Raita	100 gm
Evening Snacks	Sabudana Kheer/ Cornflakes/ Sandwich/ Roasted Makhana	01 serving (75 gm cooked)
	Tea, Biscuits	1 Cup (150 ml), 04 Pieces
Dinner	Dalia (Dalia + GreenVeg.) /veg Pulao/rice+ Roti(2)	02 serving (150 gm cooked wt.)
	Green Veg.	1 serving (100 gm cooked)
	Dal	1 serving (100 gm)
	Salad	50-100 gm
Bed-time	Milk	200 ml/ 1 glass

Diet 4: Sample menu plan for Private ward soft diet

Meal Pattern	Meals	Quantity
Morning tea	Tea	01 cup (150 ml)
	Biscuit	04 piece packed
Breakfast	Milk	200 ml/ 1 glass
	Bread/Butter/Jam	04 pieces
	Dalia	2 serving
	Paneer/egg	25 gm/ 1 piece
Mid-day	Custard/Fruit Juice/Soup	1 piece
	Buttermilk	100 ml
Lunch	Khichdi	02 serving (150 gm cooked)
	(Rice, Dal, Green Veg.) or Green Veg. Seasonal	02 serving (200 gm cooked)
	Curd	100 gm
Evening Snacks	Sabudana Kheer/ Soup	01 serving (75 gm cooked)
	Tea, Biscuits	1 Cup (150 ml), 04 Pieces
Dinner	Dalia (Dalia + Green Veg.)	02 serving (150 gm cooked wt.)
	Green Veg.	1 serving (100 gm cooked)
	Dal	1 serving (100 gm)
Bedtime	Milk	200 ml/ 1 glass

Diet 5: Sample menu plan for diabetic diet

Meal Pattern	Meals	Quantity
Morning tea	Tea	01 cup (150 ml)
Breakfast	Milk	200 ml/ 1 glass
	Rice flakes/Puffed rice/ Besan chilla/ Idli	75 gm (cooked wt.)
	Bread/Butter	2 pieces
	Paneer/egg	1 slice/1 medium
	Fruit	120 gm (1 medium)
Lunch	Multigrain/ millet roti	02 pieces (Multigrain/ millet atta 25 gm raw)
	Rice	02 karchi
	Pulses	01 karchi (125 gm cooked wt.)
	Dal	01 karchi (150 gm cooked wt.)
	Seasonal vegetable	100 gm (1 packed)
	Curd Salad	50 gm
Evening Snacks	Tea	01 cup
	Sprouts/Roasted/Rice flakes	20 gm (raw)
Dinner	Multigrain Roti	02 pieces
	Rice	2 Karchi
	Pulses/Dal	01 Karchi
	Seasonal vegetable	01 Karchi (100 gm cooked wt.)
	Salad Milk	50 gm 200 ml/ 1 glass

Diet 6: Sample menu plan for renal diet

Meal Pattern	Meals	Quantity
Morning tea	Tea	½ cup
	Biscuit	3-4 pieces
Breakfast	Milk	100 ml
	Bread or Dalia	04 pc. Small slices (25 gm/each)/ 100 ml.
	Paneer/Egg	20 gm/ 1 piece
	Fruit (whole)	60 gm (1 small size)
Lunch	Roti/ Millet roti	02 pieces (50 gm raw atta)
	Rice	02 Karchi (50 gm raw rice)
	Dal	01 Karchi (25 gm raw)
	vegetable	02 Karchi
	Curd	100 gm (packed)
	Salad	Only cucumber 50 gm
Evening Snacks	Tea	1/2 cup
	Biscuit	3-4 pcs
Dinner	Roti/ Millet roti	02 pieces (50 gm raw)
	Rice	02 Karchi (50 gm raw)
	Vegetable	02 Karchi

Meal Pattern	Meals	Quantity
	Sago-Kheer Milk	25 gm 200 ml/ 1 glass

Diet 7: Sample menu for Burn diet/High protein diet

Meal Distribution	Meals	Quantity
Morning tea	Tea	01 cup (150 ml)
	Biscuit	05 piece packed
Breakfast	Milk	200 ml/ 1 glass
	Bread/cornflakes/Oat/Dalia	02 pieces/60 gm
	Paneer/Egg	04 slice/3 pc.
	Roasted chana	50gm packet
Mid-day	Fruit (whole)	120 gm
Lunch	Roti/ Millet roti	02 pieces (Raw 25 gm atta)
	Dal	02 Karchi (50 gm raw)
	Rice	01 Karchi (25 gm raw= 75 gm cooked wt)
	Dry green vegetable	01 serving (100 gm cooked wt.)
	Seasonal vegetable	01 serving (200 gm cooked wt.)
	Salad	50 gm
Evening snacks	Tea	01 cup (150 ml)
	Biscuit	05 pieces
Dinner	Roti/ Millet roti	02 pieces
	Rice	01 Karchi (25 gm raw= 75 gm cooked wt)
	Dal	02 Karchi (50gm raw)
	Dry green vegetable	01 Karchi (200 gm cooked wt.)
	Milk	200 ml/ 1 glass

Diet 8: Sample menu for Oral Liquid feed

For full liquid diet

Food items included:

- Milk
- Dal water
- Veg soup
- Fruit juice
- Rice water with green vegetable
- Tea/Coffee
- Buttermilk (packed)
- Lassi (Packed)

For clear liquid diet

Food items included:

- Dal water (clear)
- Veg soup (clear)
- Rice water
- Fruit juice (packed)
- Coconut water
- Black Tea/Lemon Tea

- Coconut water

Note: The quantity of oral liquid (clear or full) will be provided as instructed by the Doctor/Dietician.

Diet 9: Sample menu for RT feeding 200 ml/2nd hourly

Time	Meals	Quantity
6:00 AM	Milk	200 ml
8:00 AM	Dal	30 gm
	Dalia	30 gm
	Green Veg.	50gm
	M. Oil/ Refined Oil	5-10 ml
10:00 AM	Milk	200 ml
	Egg white	1 Pc.
12:00 PM	Dal	30 gm
	Dalia	30 gm
	Green Veg.	100gm
2:00 PM	Moong dal	30 gm
	Vegetable	100 gm
4:00 PM	Milk	200 ml
	Egg white	01 pc.
6:00 PM	Dalia	30 gm
	Vegetable	100 gm
8:00 PM	Same as 08:00 AM	

Note: This RT-feeding diet will be changed as per patients (calorie & protein) disease condition by Doctor/Dietician.

Diet 10: Gluten free diet

Meal Pattern	Meals	Quantity
Bed tea	Tea	01 cup
	Arrowroot biscuit	04 piece packed
Breakfast	Milk	200 ml
	Cornflakes/Oats/Poha/Rice Idli	50 gm
	Butter	10 gm
	Fruit (whole)/Sprouts	120 gm/25 gm raw
Lunch	Millet Roti	03 pieces
	Rice	01 serving
	Dal	01 serving
	Dry green vegetable	02 serving (200 gm cooked wt.)
	Seasonal vegetable	01 serving (100 gm cooked wt.)
	Salad	100 gm
Evening Snacks	Tea	01 cup
	Arrowroot biscuit	04 pieces
Dinner	Millet Roti	03 pieces
	Rice	01 serving
	Dal	01 serving

Meal Pattern	Meals	Quantity
	Dry green vegetable	02 serving (200 gm cooked wt.)
	Seasonal vegetable	01 serving (100 gm cooked wt.)
	Salad	100 gm
	Milk	200 ml

Note: Any specific tailor to made diet needed for specific diseased condition & recommended by Doctor/Dietician shall be provided in addition to specific diets as mentioned above.

Diet 11: Sample menu for pediatric diet

Meal Pattern	Meals	Quantity
Bed tea	Milk	1cup/ 150 ml
Breakfast	Paratha (Stuffed aloo/Paneer)/ Sandwich	02 pieces
	Jam or butter	(100 gm)
	Fruits	100 gm
Lunch	Roti/ Millet roti	02 pieces (Raw 25 gm atta)
	Dal	01 Karchi (35 gm raw)
	Rice	01 Karchi (25 gm raw= 75 gm cooked wt.)
	Seasonal vegetable	01 serving (100 gm cooked wt.)
	Paneer/Egg	50 gm
	Salad	50-100 gm
Evening Snacks	Milk	150 ml
	Biscuit/Roasted Makhana/Roasted Chana	50 gm
Dinner	Roti/ Millet roti	02 pieces
	Rice	01 Karchi (25 gm raw= 75 gm cooked wt.)
	Seasonal vegetable	100 gm
	Rajma	50 gm
	Salad	50-100 gm
Bedtime	Milk	150 ml

Note:

- Calorie will be changed as per child meal intake and disease condition.
- Lactating mother of the child less than six months would be provided with a normal adult diet if the child is on breastfeeding.
- If a child can chew, the same menu will be appropriately processed to make them palatable.
- Pediatric diet will be further tailor made according to the age group of the child and their food habits.

DISTRIBUTION AND RATE PROPORTION OF DIFFERENT DIETS

S.No.	Diet Category	Diet Per day	General proportion of distribution of diet
1	General ward regular diet	As mentioned above	60%
2	General ward soft diet	As mentioned above	
3	Private ward regular diet	As mentioned above	5%
4	Private ward soft diet	As mentioned above	
5	RT feeding	As mentioned above	20%
6	Oral liquid feed	As mentioned above	
7	Pediatric diet	As mentioned above	5%
8	Renal diet	As mentioned above	10%
9	Diabetic diet	As mentioned above	
10	Burn diet	As mentioned above	
11	Gluten free diet	As mentioned above	

Note: -

- The number of patients may increase or decrease on any given day or week or month.
- AIIMS Jammu does not guarantee over the occupancy ratio and distribution of diet ratio. The above proportion figure is based on common experience. The bidder is advised to assess over on their own and quote the price.

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

S. No.	Diet	Rate Proportion
1	General Ward Regular Diet, Diabetic diet, Renal diet, Soft Diet Private ward	100%
2	Private ward Regular diet	125%
3	High Protein diet, Enteral feeds	150%
4	Paediatric diet, Soft Diet General Ward, RT feed	75%
5	Oral Liquid Diet, Clear Liquid	50%
6	Gluten free Diet	125%

ANNEXURE H**FOOD ITEMS (RAW UNIT) FOR CALCULATING UNIT RATE OF GENERAL DIET PER PATIENT PER DAY**

Item	Quantity
Milk	300 ml
Paneer/Eggs	50 gm/50 gm (2 slices/1 medium)
Bread/Cornflakes/Oats/Dalia	02 pieces (30 gm each)/ 60 gm
Butter	10 gm
Jam	10 gm
Fruits	120 gm
Whole wheat /millet atta	150 gm raw
Rice	100 gm
Biscuit	5 pcs
Pulses/whole legumes	50 gm
Seasonal vegetables	500 gm
Roots and tubers	100 gm
Cooking oil (refined)	20 ml
Sugar	20 gm
Spices and condiments	5-15 gm
Salt	As per taste

COMPLIANCE SHEET

(To be submitted on the letterhead of the agency)

Check List for Documents supporting Eligibility criteria and Qualification requirement and other supporting documents (**The documents should be attached in the prescribed order with each page numbered signed and stamped by the authorized signatory**)

S. No.	Items	Attachment		File name and Page no.
		Yes	No	
1	Bidder profile to be submitted on the letterhead of the Agency/Firm as per Annexure 6			
2	Financial Bid to be submitted as per the format in Annexure 11			
3	Tender form as per Annexure 3.			
4	Proof of Tender Processing Fee.			
5	Proof of EMD (If the firm is a registered firm under MSEs or SSI, and EMD is exempted, then MSME bidder should attach UDAYAM registration certificate issued by ministry of MSME) or proof of bank guarantee			
6	Mandate form for electronic fund transfer/RTGS transfer to be submitted on the letterhead of the Agency/ Firm as per Annexure 4			
7	Duly signed and stamped copy of the entire TENDER document along with its addendum/ corrigendum, if any, to be submitted.			
8	Undertaking as per Annexure 8.			
9	Power of Attorney issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s)			
10	Valid ISO-22000:2018 and ISO 9001:2015 Certification			
11	Valid FSSAI documents/certificates issued by appropriate authorities			
12	Certificate of Incorporation in favour of the bidder or a partnership deed (for partnership firm) or a declaration in case the bidder is a proprietary firm.			
13	PAN in the name of the firm/owner of the firm			
14	Valid firm labour license/certificate			
15	Certificate of Firm/ Company registration and GST Registration			
16	Average Annual Turnover Certificates clearly showing financial year-wise turnover of Rupees 3 crores in any two consecutive financial years to be considered in technical bid evaluation in the last six financial years i.e., from 2018-2019 to 2023-2024			

S. No.	Items	Attachment		File name and Page no.
		Yes	No	
	(Duly signed certificate by CA with membership number)			
17	Self-attested income tax return statement for the last three financial years ending on 31 st March 2024.			
18	Self-attested experience certificates according to Annexure 7 (Submit the Copy of Work Order/ Contract along with the satisfactory performance certificate/ Completion Certificate/ Feedback from Clients with positive rating, otherwise the experience will not be considered).			
19	Vendor Profile reflecting at least 40 no. of staff in similar line of business i.e., hospital kitchen and patient dietary services continuously for a period not less than two years in last six financial years ending on 31st March 2024 (Proof verified by PF and ESI documents)			
20	Notarised affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.			
21	A self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India) during last two years.			
22	Solvency certificate issued by a Nationalized / Scheduled bank anytime during the last six month from the date of tender opening, for a value of not less than 30% of the cumulative estimated value of work (i.e. Rs.1,45,50,000/-)			
23	Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years			
24	Self-declaration that the bidder should not have been debarred/ blacklisted and should not have been terminated/ ceased without completing the entire duration of the contract period.			
25	Integrity pact as per Annexure 5			
26	Duly filled, signed and stamped copy of Checklist for Technical Bid Scoring as per Annexure-2.			
27	Affidavit to be submitted as “We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”			

S. No.	Items	Attachment		File name and Page no.
		Yes	No	
28	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as specified in Annexure-C of order F.No.6/18/2019-PPD dated 23-July-2020 and bidder must comply with all provisions mentioned in the order. A self-declaration with respect to above order must be submitted			
29	Duly filled, signed and stamped copy Bank Guarantee Form for EMD as per Annexure-9.			
30	Duly filled, signed and stamped copy Bank Guarantee Form for EMD as per Annexure-10.			
31	Any other documents, as required in terms of the tender, to claim eligibility			
32	<p>Note:-</p> <ol style="list-style-type: none"> All above documents shall be duly signed and stamped by the bidder. It must be submitted in the tender box placed at Procurement Section, AIIMS, Vijaypur, and page numbered serially & legibly and placed in a sequential manner. Absence of any aforementioned document will invite rejection of bid, and no further communication in any form shall be entertained, i.e., the above documents are mandatory for qualification to the next stage of the bid. Only those bidders who qualify in the Technical Bid Stage after evaluation of the above-mentioned requisite qualification documents, submitted in the Tender Box as per the S. no. 1 to 31 shall be considered for Financial Evaluation. 			

Place:

Date: .

(Signature with stamp of the Agency/Firm)

CHECKLIST FOR TECHNICAL BID SCORING

(The documents should be attached in the prescribed order, with each page numbered, signed, and stamped by the authorized signatory. Only these documents will be considered for Technical Evaluation scoring to be eligible & final L1 bidder calculation.)

S. No.	Parameters	Response required	Data to be required	Required proof submitted (Yes/No)
1	Working experience as per bed strength in supplying Hospital Patient Diet Services to a Govt. Hospitals / any reputed Private Hospital as a single work order in last 03 years. The certificate should be issued by the competent authority of the institute, clearly stating the bed strength, contract period, and contact details of the issuing authority for verification purposes.	What is the highest bed capacity of a hospital for which you have provided Hospital Patient Diet Services under a single work order in the past three years? Provide only one document as deemed suitable for scoring. Note that only one single work order indicated by the bidder will be considered in the technical evaluation scoring.	<ul style="list-style-type: none"> Name of the hospital: _____ Bed Strength of the hospital: _____ Year of contract: _____ 	
2	Total number of work experience (in years) in Supply, Installation, Testing & Commissioning of Hospital Patient Diet Services to a Minimum of 200 Bedded Hospitals as single unit hospital. The certificate should be issued by the competent authority of the institute, clearly stating the bed strength (minimum of 200 beds as the single unit hospital), contract period, and contact details of the issuing authority for verification purposes.	What is your total work experience in providing Hospital Patient Diet Services to hospitals with a minimum of 200 beds as a single unit? Note that overlapping years will not be considered in the scoring.	<ul style="list-style-type: none"> Name of the hospital: _____ Bed Strength of the hospital; _____ Year of contract: _____ 	
3	Average annual turnover from Supplying Hospital Patient Diet Services (only) in any previous two consecutive years in last six financial years ending	What is the average annual turnover from Hospital Patient Diet Services (only) during any two consecutive years within the last six financial years, ending on	<ul style="list-style-type: none"> Mention the two (02) consecutive years to be considered: _____ 	

	on 31 st March 2024 (Proof duly Certified by Chartered Accountant). The document should be certified by a Chartered Accountant along with contact details of the issuing authority for verification.	31st March 2024?		
4	Total number of employees engaged by the service provider in similar line of business i.e., hospital kitchen and patient dietary services continuously for a period not less than two years in last six financial years ending on 31st March 2024. Relevant proof (PF/EPF/ESI), along with self-attestation, should be submitted.	What is the total number of employees engaged by the service provider in a similar line of business (hospital kitchen and patient dietary services), for a continuous period of at least two years within the last six financial years, ending on 31st March 2024?	<ul style="list-style-type: none"> • Maximum number of employees to be considered: _____ • Which financial year: _____ • Relevant proof with self-attestation to be given: _____ 	

(Signature with stamp of the Agency/Firm)

TENDER FORM

To

ED & CEO

AIIMS, Vijaypur, Jammu

Ref. Your TE document No. **AIIMS/Tender/Kitchen/ 24-25/1 Dated: 24th DECEMBER, 2024**

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No._____, dated _____(if any), the receipt of which is hereby confirmed. We now offer to supply and deliver_____(Description of goods and services) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

(To be submitted on the letterhead of the Agency/ Firm)

To
ED & CEO
AIIMS JAMMU

Sub: Authorization for release of payment / dues from AIIMS Jammu through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Firm/Company/Institute:

2. Address of the Firm/Company/Institute:

City _____

Pin Code _____

E-Mail ID _____

Mob No: _____

Permanent Account Number _____

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
IFS Code:(11-digit alpha-numeric code)			
Account Type	Saving	Current	Cash Credit
Account Number:			

DECLARATION:

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information, I shall not hold **AIIMS JAMMU** responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____ Date: _____

Signature & Seal of the Authorized Signatory of the Firm/Company/Institute:

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.

INTEGRITY PACT

This **INTEGRITY PACT** is made and executed at.....on this day of.....20.....

BY AND BETWEEN

AIIMS, Jammu acting through **ED & CEO**, having its office located at **Camp Office, GMC Doctor's Guest House, Maheshpura Chowk, Jammu-180001**, (hereinafter referred to as "**The Principal**" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office administrators or permitted assignees) of the **First Part**;

AND

M/s through its representative/ authorized signatory (name and designation of officer) having its office located at..... (Hereinafter referred to as "**The Bidder/ Contractor**" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office administrators or permitted assignees) of the **Second Part**;

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____ The Principal values full compliance with all relevant laws, rules and regulations, and economic use of resources, and of fairness and transparency in its relations with its Bidder(s) and Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- 1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, 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.
 - b. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in

this regard, the principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

- 1) The Bidder(s) / Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial 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.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to form cartels in the bidding process.
 - c. The Bidder(s) /Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the Guidelines on Indian Agents of Foreign Suppliers, shall be disclosed by the Bidder(s) /Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If The Bidder(s)/ Contractor(s), before award or during execution of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to take action, as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according

to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

- 2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be 4 entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit /Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per procedure mentioned in "Guidelines on Banning of Business dealing.

Section 6 - Equal treatment of all Bidder(s) / Contractor(s)/ Subcontractor(s)

- 1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the principal before contract signing. In case of Sub-contracting the Principal Contract or shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.
- 2) The principal will enter into agreements with identical conditions as this one with all Bidders, and Contractors.
- 3) The principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the Vigilance Office.

Section 8 – Independent External Monitor (IEM)

- 1) The Principal appoints competent and credible independent External Monitor for this Pact after approval by central vigilance commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Independent External Monitor (IEM) is not subject to instructions by the representatives of the parties and performs his functions, neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidder(s)/Contractor(s) as confidential. He / she reports to Secretary' MoE.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction

to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.

- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Secretary, D/o Higher Education.
- 5) The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor will submit a written report to the Secretary, D/o Higher Education within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Secretary, D/o Higher Education, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Secretary, MoE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the chief vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Integrity Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above. unless it is discharged / determined by Secretary, D/o Higher Education'

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Jammu.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 7) The actions stipulated in this Integrity Pact are without prejudice to any other legal action(s) that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

IN WITNESS WHERE OF, the parties hereunto set their hands and seals and executed this INTEGRITY PACT as of the day/month/year first above written:

For and on behalf of
AIIMS Jammu (First Party)
SIGNED, SEALED AND DELIVERED by

Name:.....
Designation:.....
Address:

Authorized Signatory

For and on behalf of
M/s(Second Party)
SIGNED, SEALED AND DELIVERED by

Name:.....
Designation:.....
Address:

Representative/authorized signatory

In the presence of Witness:

- 1.
- 2.

ANNEXURE 6**BIDDER PROFILE (To be enclosed with Techno-Commercial/ Technical Bid)**

(To be submitted on the letterhead of the Agency/ Firm)

Copies of all supporting documents duly signed and stamped by the Agency in support of the below particulars must be attached along with this checklist

1. Name of the Agency (In Block Letters)	::	
2. Registered Office Address (With telephone no. & email address)	::	
3. Address of Jammu office, If Any (With telephone no. & email address)	::	
4. Status of the organization Proprietary/Partnership/Pvt. Ltd./ Public Ltd. Company	::	
5. Year of incorporation /constitution of agency	::	
6. Registration No./Trade License No.	::	
7. PAN No.	::	
8. GST No.	::	
9. Authorized Signatory Details/ Contact Person No -1 Details	::	Name: _____ Designation: _____ Mobile No: _____ Email: _____
10. Details of Contact Person-2 Other than Authorized Signatory:	::	Name: _____ Designation: _____ Mobile No: _____ Email: _____
11. Total No. of Year of Similar Experience	::	
12. Website, if any	::	

13. Name of the cities where Agency / Firm / Company is having branches	::
14. Total number of employees The Agency has to submit the Valid Proof regarding No of Staff (proof of ESI/EPF deposit Latest Month) along with the details of staff with designation.	:: No. of Managers (Hotel Management): No. of Managers (Other): No. of Supervisor (Hotel Management): No. of Supervisor (Other): No. of Chef (Hotel Management): No. of Chef (Other): No of Assistant Chef: No of other supporting staff:
15. Annual Business Turnover of the any 3 consecutive Financial Years in last six financial years ended on 31st March 2023, duly certified by the Chartered Accountant (In Crore)	:: FY-1; 20__ : Rs. _____ FY- 2; 20__ : Rs. _____ FY- 3; 20__ : Rs. _____ Average Turn Over Rs. _____
16. Details of Tender Fee (Application Fee) of and EMD.	:: Details of Tender Fee: Amount: Txn No: Date: Bank & Branch: Details of EMD: Amount: Txn No: Date: Bank & Branch:
17. Whether the Agency faced any litigation with any organization earlier, if yes, kindly furnish the same with name of the organization and brief details of litigation.	::
18. Any other information	::

Verification:

The details furnished in the application are true and correct to the best of my/our knowledge and that in case of furnishing any false information or suppression of any material information. The application shall be liable to be rejected besides initiation of panel proceedings by AIIMS Jammu, if it deems fit.

Signature of authorized signatory

Name:

Seal:

DETAILS OF EXPERIENCE

(To be submitted on the letterhead of the bidder)

Only details of experience in **mess catering services** should be provided below. **All the details furnished below should be countersigned by the competent authority of the respective organizations where the service is provided** (contact details should be provided which will be verified by AIIMS, Jammu authorities if required).

Sr. No	Name of the organization/ Institute where goods /services were provided with Name of Contact Person, Contact No. &email id.	Total value of the contract in INR	Duration of contract		Value of the contract per annum.	Whether it is academic institute (Yes/No)	Average number of persons catered annually during the contract period	Copy of contract along with the performance report (Yes/No)
			From (DD/MM/YYYY)	To (DD/MM/YY Y)				
1.								
2.								
3.								
4.								

Note: Bidders are required to provide the information on above format only in reverse chronological order (start from latest/recent most organization to oldest organization) and attach Copy of contract / performance certificate in same sequence. Bidders may add row / rows in the above format if No. of organizations / Institutions are more or may add additional sheet also.

Stamp and Signature of Bidder

Name: _____

Designation: _____

Organization Name:

ANNEXURE 8

UNDERTAKING

(To be enclosed with Techno-Commercial/ Technical Bid)

To,

.....
.....
.....

Sir,

Having examined the Bidding Documents of Tender No..... undersigned offers to Planning, Designing, Supplying, Installation, Commissioning, Maintenance and Operation of Hospital Kitchen, Patient Dietary Services at AIIMS, Jammu and we undertake, if our bid is accepted, to complete delivery of all the items specified in the contract within _____weeks calculated from the date of receipt of your Notification of Award and to complete Planning, Designing, Supplying, Installation, Commissioning.

Signature and

Seal (In the

capacity of)

Only Authorized to sign bid for and on behalf of

ANNEXURE 9

BANK GUARANTEE FORM FOR EMD

Whereas _____(herein after called the "Tenderer") has submitted its quotation dated _____for the supply of _____(hereinafter called the "tender") against the purchaser's tender enquiry No. _____Know all persons by these presents that we _____of _____(Hereinafter called the "Bank") having our registered office at _____are bound unto _____(hereinafter called the "Purchaser) in the sum of _____

_____for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ___ day of _____20___. The conditions of this obligation are:

- 1) If the Tenderer withdraws or amends, impairs, or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - fails or refuses to furnish the performance security for the due performance of the contract or fails or refuses to accept/execute the contract or
 - if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

ED and CEO,
AIIMS Vijaypur, Jammu
Pin code 184120

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ to supply _____ (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum, or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid up to 66 (sixty six) months from the date of Notification of Award i.e. upto _____ (indicate date)

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer
.....

.....
Seal, name & address of the Bank

ANNEXURE 11

FORMAT FOR FINANCIAL BID

OPEX Cost Calculation for the purpose of bidding

Year of Operation	OPEX Rate of General Diet per day	OPEX Rate of total General Diets per day	OPEX Rate of General Diets per year
1st Year (150 beds)		X 150	
2nd Year (350 beds)		X 350	
3rd Year (350 beds)		X 350	
Sum of Annual OPEX Cost from 1st to 3rd year of operation for the purpose of bidding			

GST%.....

Note

GST will be extra as per actual. Bidder is required to quote the rate excluding GST.

Place:

Date:

(Signature with stamp of the bidder)

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion
(Public Procurement Section)

Dated 28th May, 2018
Udyog Bhawan, New Delhi

To
All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding.

Department of Industrial Policy and Promotion, in partial modification of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' with immediate effect:-

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued :

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

....Contd. p/2

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

- 3. Requirement of Purchase Preference :** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder"
- a. "In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply";
 - b. "In the procurements of goods or works which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed";
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - c. "In procurements of goods or works not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

.....Contd. p/3

- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - ii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- 4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
- 5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
- 6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20% .
- 7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
- 8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
- 9. **Verification of local content:**
 - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

.....Contd. p/4

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(j)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
 - h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.
- 10. Specifications in Tenders and other procurement solicitations:**
- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
 - b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
 - c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
 - d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

.....Contd. p/5

e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
 - a. reduce the minimum local content below the prescribed level;
 - b. reduce the margin of purchase preference below 20% ;
 - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department of Industrial Policy and Promotion—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DIPP)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - g. may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.


(B. S. Nayak)
Under Secretary to Government of India
Ph. 23001257

708

F.No.31026/36/ 2016-MD
Ministry of Chemicals & Fertilizers
Government of India
Department of Pharmaceuticals

Dated 18th May, 2018
Janpath Bhawan, New Delhi

Subject: Guidelines for implementing the provisions of Public Procurement (Preference to Make in India) Order (PPO), 2017, related to procurement of Goods & Services in Medical Devices - reg.

No. 31026/36/2016-MD: Whereas Department of Industrial Policy and Promotion (DIPP), pursuant to Rule 153(iii) of the General Financial Rules 2017, has issued Public Procurement(Preference to Make in India) Order (PPO), 2017 vide no. P-4502/2/2017-B.E.-II dated 15.06.2017.

Whereas DIPP, in order to facilitate the implementation of the PPO, 2017, vide D.O. No. P-45021/2/2017-BE-II dated 14.08.2017 has identified Department of Pharmaceuticals (DoP) as the Nodal Department for implementing the provisions of the PPO 2017 relating to goods & services related to Pharmaceuticals Sector. DIPP vide Office Memorandum no. P-45021/13/2017-PP Section BE-II dated 23.03.2018 has decided that the Nodal Ministry for product category Medical Devices shall be Department of Pharmaceuticals.

Whereas Para 3 of PPO, 2017 makes it mandatory for procuring entities to give purchase preference to local suppliers, Para 5 of PPO, 2017 empowers Nodal Ministry to prescribe percentage and the manner of calculation of minimum local content in respect of any particular item relating to medical devices and Para 9 of PPO, 2017 deals with verification of local content.

Now, therefore, DoP issues the following guidelines for implementation of the provisions of PPO, 2017 with respect to public procurement of Goods & Services in Medical Devices:

- 1) **Percentage of Minimum Local Content:** Medical Device Industry (MDI) is a multi-product industry responsible for provisioning of wide variety of crucial medical products ranging from simple tongue depressors & glucometer strips to large radiology & electronic medical equipment. The medical devices industry can be broadly classified as consisting of (a) medical disposables and consumables; (b) medical electronics, hospital equipment, surgical instruments; (c) Implants; and (d) In-Vitro Devices/Diagnostic Reagents. Individually there are around 5000 different kinds of medical devices and it is not practical to prescribe the local content and percentage of preference in domestic procurement for each medical device.

Moreover, DoP needs accurate and reliable data regarding total capacity and production of various categories of medical devices in India, regarding the level

of competition in the market in different segment of medical devices and regarding the processes involved in the manufacture of medical devices for prescribing the percentage of minimum local content for each category of medical devices, for determining the manner of calculation of local content in the medical devices and for determining the purchase preference to be given to local suppliers in the procurement by the public agencies. The percentage of local content, the manner of calculation of the local content and the provision of supplies to be procured from local suppliers may be revised after relevant data in this regard becomes available.

However for the time being, based on the present level of understanding of the medical device market in India and discussion with various industry representatives, DoP in accordance with Para 5 of PPO, 2017 prescribes the following percentages of minimum local content for various categories of medical devices for preference in public procurement:

Category of Medical Devices	% of Minimum Local Content	% of Local Content proposed to be increased in phased manner over next three years
Medical disposables and consumables	50%	50% to 75%
Medical electronics, hospital equipment, surgical instruments	25%	25% to 45%
Implants	40%	40% to 60%
Diagnostic Reagents/IVDs	25%	25% to 45%

2) **Manner of calculation of Local Content:** DoP in accordance with Para 5 of PPO, 2017 prescribes the following manner of calculation of local content:

- i. Local content of Medical Device shall be computed on the basis of the cost of domestic components in the device/service compared to the total cost of the device/service. The total cost of product shall be the cost incurred for the production of the medical device including direct component i.e. material cost, manpower cost and overhead costs including profit but excluding taxes and duties.
- ii. The determination of local content cost shall be based on the following:
 - a) In the case of direct component (material), based on the country of origin
 - b) In the case of manpower, based on domestic manpower
- iii. The calculation of local content of the combination of several kinds of goods shall be based on the ratio of the sum of multiplication of local content of each goods with the acquisition price of each goods to the acquisition price of combination of goods.
- iv. Format of calculation of local content shall be as contained in Enclosure-I.

Signature

- A22
- 3) **Requirement of Purchase Preference:** Purchase preference shall be given to local suppliers by all procuring entities as per provisions laid down in para 3 of PPO, 2017. Further, as per provisions of Para 3(a) of the PPO 2017 i.e. in procurement of goods where sufficient local capacity and local competition exists and estimated value of procurement is Rs 50 Lakhs or less, a list of goods will be issued by this Department in due course. Till the time such a list is issued, provisions of para 3(b) or para 3(c) of PPO, 2017, as applicable, shall apply for all procurements without regard to value of procurement.
- 4) **Verification of Local Content:**
- a) The local supplier at the time of tender, bidding or solicitation shall be required to furnish self-certification of local content in the format as contained in Enclosure-II.
 - b) In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c) In each tender, procuring entity shall clearly mention the details of its competent authority which is empowered to look into procurement related complaints and the fees for such complaints, relating to implementation of PPO, 2017.
 - d) In case a complaint is received by the procuring entity against the claim of a bidder regarding domestic value addition in medical device, the procuring entity shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to DoP to the Grievance Redressal Committee consisting of the following:
 1. Chairman - Joint Secretary (Medical Device) in DoP
 2. Member - Director / Deputy Secretary (Medical Devices) in DoP
 3. Member - Representative (not below the rank of Deputy Secretary) from M/o Health & Family Welfare / CDSCO
 - e) Any complaint referred to the procuring entity shall be submitted along with all necessary documentation in support of the complaint regarding domestic value addition claimed in medical device and shall be disposed of within 4 weeks of the reference by the procuring entity.
 - f) In case, the complaint is referred to DoP by a bidder or procuring entity, the grievance redressal committee shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the procuring entity. The bidder shall be required to furnish the necessary documentation in support of the local content claimed in medical devices to the grievance redressal committee under DoP within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with procuring entity to establish the bonafides of the claim.
 - g) In case of reference of any complaint by the concerned bidder, there would be a fee of Rs. 2 Lakh or 1% of the value of the medical devices being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, to be paid by way of a Demand Draft to be deposited with the procuring entity, along with the

Okraj

complaints by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

- 5) All other provisions of PPO, 2017 shall be applicable as such and shall be adhered to by all procuring agencies for procurement of any medical device.
- 6) These guidelines shall remain applicable for one year or until further orders from the date of its issuance.


(Dinesh Kapila)
Economic Adviser
Ph. 23381927

900

Enclosure-I

Calculation of Local Content

Name of manufacturer	Calculation by Manufacturer (Cost per unit of product)			
	Cost Component	Cost (Domestic Component) a	Total Cost b	Percentage of Local Content $c=(a/b)*100$
I.				
II.				
III. Total Cost (Excluding tax and duties)				

Note:

I. **Cost (Domestic Component):** Cost of domestic component may be calculated based on one of the followings depending on data available. Each of these calculations should provide consistent result.

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and which have not been imported directly or through a domestic trader or an intermediary.

b. Ex-Factory Price of product minus profit after tax minus sum of imported Bill of Material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax minus warranty costs minus sum of Imported Bill of Material used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) minus sales and marketing expenses.

II. **Total Cost:** Total cost may be calculated based on one of the following depending on data available. Each of these calculations should provide consistent result.

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).

b. Ex-Factory Price of product minus profit after tax, minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.

Dulag

Enclosure-II

Format for Affidavit of Self Certification regarding Local Content in a Medical Device to be provided on Rs. 100/- Stamp Paper

Date: _____

I _____ S/o,D/o,W/o _____ Resident
of _____

do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016-MD dated 13.02.2018.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

- i) Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Medical devices for which the certificate is produced
- iv) Procuring entity to whom the certificate is furnished
- v) Percentage of local content claimed
- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product
- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the medical device
- xii) List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached.
- xiii) List and cost of inputs which are imported, directly or indirectly

Dulapile

For and on behalf of _____ (Name of firm/entity)
Authorized signatory (To be duly authorized by the Board of Director)

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 04th June, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 9(a), 9(b) and 10(b) modified and Para 3A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 04.06.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

.....Contd. p/2

'*Non - Local supplier*' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'*L1*' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'*Margin of purchase preference*' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'*Nodal Ministry*' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'*Procuring entity*' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'*Works*' means all works as per Rule 130 of GFR- 2017, and will also include '*turnkey works*'.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

.....Contd. p/3

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

.....Contd. p/4

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/ Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

.....Contd. p/5

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

.....Contd. p/6

- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or

.....Contd. p/7

- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

.....Contd. p/8

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)
Director

Tel: 23063211

rajesh.gupta66@gov.in

F.No.31026/36/ 2016-MD
Ministry of Chemicals & Fertilizers
Government of India
Department of Pharmaceuticals

Dated 16th February, 2021
Shastri Bhawan, New Delhi

Subject: Guidelines for implementing the provisions of Public Procurement (Preference to Make in India) Order (PPO), 2017 - revision, related to procurement of Goods & Services in Medical Devices - reg.

Whereas Department for Promotion of Industry and Internal Trade (DPIIT), pursuant to Rule 153(iii) of the General Financial Rules 2017, has issued Public Procurement (Preference to Make in India) Order (PPO), 2017 vide no. P 4502/2/2017-B.E.-II dated 15.06.2017, which is partially modified by Order no. P-45021/2/2017-PP (BE-II) dated 28.05.2018, Order no. P-45021/2/2017-PP (BE-II) dated 29.05.2019, Order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and Order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas DPIIT, in order to facilitate the implementation of the PPO, 2017, vide D.O. No. P-45021/2/2017-BE-II dated 14.08.2017 has identified Department of Pharmaceuticals (DoP) as the Nodal Department for implementing the provisions of the PPO, 2017 relating to goods & services related to Pharmaceuticals Sector. DPIIT vide O.M. no. P-45021/13/2017-PP Section BE-II dated 23.03.2018 has decided that the Nodal department for product category Medical Devices shall be Department of Pharmaceuticals.

Now, therefore, Department of Pharmaceuticals, in supersession of the guidelines issued earlier vide F.No. 31026/36/2016-MD dated 18.05.2018, F.No. 31026/36/2016-MD dated 16.10.2018, F.No. 31026/36/2016-MD (Vol-II) dated 12.12.2019 and F.No. 31026/36/2016-MD dated 09.11.2020, issues the following guidelines for implementation of the provisions of Public Procurement (Preference to Make in India) Order (PPO), 2017, as revised by DPIIT on 16.09.2020, with respect to public procurement of Goods & Services in Medical Devices:-

1. **Local Content:** 'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
2. **Class-I Local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
3. **Class-II local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 25% but less than 50%.

Cont.....02

4. **Non-Local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 25%.
5. Verification of Local Content:
- a. The 'Class-I local supplier' / Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. The following Committee is being formed for independent verification of self-declarations and auditor's/accountant's certificate on random basis and in the case of complaints-
 1. Chairman - Joint Secretary (Medical Device) in DoP
 2. Member - Director / Deputy Secretary (Medical Devices) in DoP
 3. Member - Representative (not below the rank of Deputy Secretary) from M/o Health & Family Welfare / CDSCO
 4. Member - Dr. Akshaya Srivastva, Associate Professor, National Institute of Pharmaceutical Education and Research, Ahmedabad
 5. Member - Dr. Jitendra Sharma, CEO & MD, Andhra Pradesh Medtech Zone Ltd, Andhra Pradesh
 - d. In case of reference of any complaint by the concerned bidder, there would be a fee of Rs. 2 lakh or 1% of the value of the medical devices being procured (subject to a maximum of Rs. 5 lakh), whichever is higher, to be paid by way of a Demand Draft to be deposited with the procuring entity, along with the complaint by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
6. These guidelines shall be applicable to all Central Sector Schemes/Centrally Sponsored Schemes for procurement made by States and local bodies if project or scheme is fully or partially funded by Government of India.
7. All other provisions of Public Procurement (Preference to Make in India) Order 2017, as revised by DPIIT on 16.09.2020, shall be applicable as such and shall be adhered to by all procuring agencies for procurement of any medical device.

8. These guidelines shall remain applicable, until further orders, from the date of issuance.

9. These guidelines will supersede the guidelines issued earlier by DoP vide F.No. 31026/36/2016-MD dated 18.05.2018, F.No. 31026/36/2016-MD dated 16.10.2018, F.No. 31026/36/2016-MD (Vol-II) dated 12.12.2019 and F.No. 31026/36/2016-MD dated 09.11.2020.

सुमित गर्ग 16/2
(Dr. Sumit Garg)
Deputy Secretary
Tele: 011-23389840

Copy to:

1. All Ministries/Departments of Government of India
2. Cabinet Secretariat
3. PMO
4. NITI Aayog
5. Comptroller and Auditor General of India
6. AS&FA, Department of Pharmaceuticals
7. Joint Secretary (DPIIT), Member-Convener of Standing Committee of Public Procurement Order
8. Internal Circulation