

BIDDING DOCUMENT

(Two Bid System for Machinery & Equipment)

FOR
NATIONAL CANCER INSTITUTE
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
(JHAJJAR CAMPUS)

NIB Ref: HITES/PCD/NCI-AIIMS/26/18-19



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SECTION - I**NOTICE INVITING BIDS (NIB)****ALL INDIA INSTITUTE OF MEDICAL SCIENCES**

Ansari Nagar, New Delhi-110 029

NOTICE INVITING BIDS (GLOBAL)**NIB Ref: HITES/PCD/NCI-AIIMS/26/18-19****Dated: 10.08.2018**

Procurement & Consultancy Services Division of **HLL INFRA TECH SERVICES LIMITED** (a fully owned subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise) for and on behalf of **Director, AIIMS - New Delhi**, invites e-tenders in two bid system (technical and price bid) from the reputed, eligible & qualified firms/manufacturers for purchase/supply of following goods at **National Cancer Institute Jhajjar, Haryana (AIIMS, New Delhi-29)**.

Sl. no.	Rfx no.	Short Description of goods	Quantity	Bid Security (BS) (Rs.)	Tender Processing Fee incl. GST (Rs.)
1	3000003341	Hospital Kitchen, Patient Dietary Services and Staff/Public Cafeteria	1	6,00,000	3,540
Last date and time of online submission of tender			04.09.2018 at 12:00 Noon		
Last date and time of physical submission of EMD, Tender processing Fee, any other document specified in the Bidding Document			04.09.2018 at 2:00 PM		
Date of tender Opening			04.09.2018 at 2:30 PM		
Contact Person			Project Officer - DVP(PCD), HITES Email: hll.ncij@hllhites.com		
<p>2. Interested bidders are advised to download the complete Tender Enquiry document from the websites www.hllhites.com or www.lifecarehll.com or www.eprocure.gov.in/cppp or https://etender.lifecarehll.com/irj/portal for complete details.</p> <p>3. The prospective bidders have to register with the E-procurement system of HLL at https://etender.lifecarehll.com/irj/portal. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excluding non-working days). In order to submit the bids electronically, bidders are required to have a valid Class 3-B Digital Signature Certificate (signing and encryption/ decryption certificates).</p> <p>4. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.</p> <p>5. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.</p> <p>6. The bidders shall submit the required Tender Processing Fee (in form of Demand</p>					

Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of '**HLL Infra Tech Services Limited**' at the scheduled time and venue. Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. organisation.

7. The online submission of tender(s) can only be done through <https://etender.lifecarehll.com/irj/portal>
8. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through HLL's e-portal (as described above) **ONLY**.
9. Tender Processing Fee and Bid Security (BS) in original should be deposited within the scheduled date & time in the Tender Box located at: **HLL Infra Tech Services Limited, Procurement and Consultancy Services Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh.**
11. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

CEO (HITES)

Note:

No Pre-Bid meeting will be held for this tender as this is a re-tender with same specification as adapted under NIB Ref. HITES/PCD/NCI-AIIMS/20/18-19 dated 08.06.18 read with its subsequent amendments.

SECTION - II**GENERAL INSTRUCTIONS TO BIDDERS (GIB)
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GENERAL INSTRUCTIONS TO BIDDERS (GIB)**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 means HLL INFRA TECH SERVICES LIMITED (HITES) for and on behalf of The Director, AIIMS, New Delhi.
- ii. "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.
- iii. "Bidder" means Tenderer/ 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/purchase order.
- v. "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.
- 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. "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.
- viii. "Contract" means the written agreement entered into between the purchaser 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 bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- x. "Consignee" means the Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Contract.
- xi. "Specification" also called Technical Specifications 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 mentioned in the contract to determine conformity.
- xiii. "Day" means calendar day.

1.3 Abbreviations:

- (i) "NIT" means Notice Inviting Tenders.
- (ii) "GIB" means General Instructions to Bidders
- (iii) "SIT" means Special Instructions to Bidders

- (iv) "GCC" means General Conditions of Contract
- (v) "SCC" means Special Conditions of Contract
- (vi) "LC" means Letter of Credit
- (vii) "DP" means Delivery Period
- (viii) "BG" means Bank Guarantee
- (ix) "GST" means Goods & Service Tax
- (x) "CD" means Custom Duty
- (xi) "BL" means Bill of Lading
- (xii) "FOB" means Free on Board
- (xiii) "CIF" means Cost, Insurance and Freight
- (xiv) "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 ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xv) "INCOTERMS" means International Commercial Terms as on the date of Bid Opening
- (xvi) "CAMC" means Comprehensive Annual Maintenance Contract (labour, spare and preventive maintenance)

2. Introduction

- 2.1 The Purchaser has issued these Bidding Documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 2.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- 2.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Bidding Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

3. Availability of Funds

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

4. Language of Bid

- 4.1 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

5. Eligible Bidders

- 5.1 This Invitation for Tenders is open to all bidder who fulfil the eligibility criteria specified in these documents.

6. Eligible Goods and Services

- 6.1 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.

7. Bid Expense

- 7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.

B. TENDER ENQUIRY DOCUMENTS**8. Content of Tender Enquiry Documents**

- 8.1 In addition to Section I – “Notice Inviting Tender” (NIT), the Bidding Documents include:

Section II	– General Instructions to Bidders (GIB)
Section III	– Special Instructions to Bidders (SIB)
Section IV	– General Conditions of Contract (GCC)
Section V	– Special Conditions of Contract (SCC)
Section VI	– List of Requirements
Section VII	– Technical Specifications& General Points
Section VIII	– Qualification Criteria
Section IX	– Bid Form
Section X	– Price Schedules
Section XI	- Check List
Section XII	– Bank Guarantee Form for Bid Security
Section XIII	– Manufacturer’s Authorization Form
Section XIV	– Bank Guarantee Form for Performance Security/CAMC Security
Section XV	– Contract Forms A & B
Section XVI	– Proforma of Consignee Receipt Certificate
Section XVII	– Proforma of Consignee Acceptance Certificate by the consignee

- 8.2 The relevant details of the required goods and services, the terms, conditions and procedure for bidding, bid 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 documents. The interested bidders are expected to examine all such details etc to proceed further.

9. Amendments to a Bidding documents

- 9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.

- 9.2 Such an amendment will be notified through CPPP (eprocure.gov.in/cppp) and/or www.hllhites.com and/or www.lifecarehll.com and will be binding on them.
- 9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

10. Clarification of Bid document

- 10.1 A bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than ten days (unless otherwise specified in the SIB) prior to the prescribed date of submission of Bids.

C. PREPARATION OF BIDS

11. Documents comprising the e-Bid

- 11.1 The bid(s) shall only be submitted online as mentioned below:

1. Technical Bid (Consisting of Techno-Commercial bids in excel format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Tender Processing Fee, BID SECURITY, Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) have to be attached in the C-folder of e-tendering module. Bidders have to ensure that the documents uploaded in pdf format are legible.
2. Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry.

Note:

- a. The tender Processing fee and BID SECURITY has to be submitted in physical form as per Section – I, Notice Inviting Tender of this tender enquiry.
- b. The bidders have to follow the steps listed in Bidding Manual – Attachment Modem available in the Bidder Help Documents of e-tender portal login screen for uploading the Techno-Commercial Bid.

A) Techno-commercial Bid (Un-priced Bid)

(Bidders shall furnish the following information along with technical tender in pdf format):

- i) Bid Security furnished in accordance with GIB clause 19.1 alternatively, documentary evidence as per GIB clause 19.2 for claiming exemption from payment of Bid Security.
- ii) Bid Form as per Section IX (without indicating any price).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted.
- iv) Bidder who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer's Authorisation Form.

- v) Power of Attorney in favor of signatory and/or who is digitally signing the bidding documents and signatory of Manufacturer's Authorization Form.
- vi) Documents and relevant details to establish in accordance with GIB clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the bidding documents.
- vii) Performance Statement as per section VIII along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section X filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Documents confirming to Sole Proprietorship/Partnership/Private Limited Firm in the country of origin as the case may be.
- x) Checklist as per Section XI.
- xi) Copies of GST registration certificate and PAN Card.
- xii) Copies of annual report, audited balance sheet and profit & loss account as per tender requirement.
- xiii) Non conviction /no pending conviction certification issued by Notary on non-judicial stamp paper for preceding three years.
- xiv) Notarized affidavit that bidder 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.
- xv) 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).
- xvi) Technical and Commercial Compliance statement in excel format provided in the e-tender portal.
- xvii) Product catalogues/original Data Sheets for all quoted items.
- xviii) Copies of quality certificates, if applicable, namely, BIS, ISO, FDA, CE, etc.

B) Price Tender:

Prices are to be quoted in the prescribed Price Bid format in excel provided along with the tender enquiry in the e-tender portal. The price should be quoted for the accounting unit indicated in the e-tender document.

Note:

- a) The bidder has to be diligent while filling up the Techno-commercial Bid and Price Bid provided in excel formats and must not tamper the contents of the sheets.
- b) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- c) The bidders have to follow the steps listed in Bidding Manual – Attachment Mode available in the *Bidder Help Documents of e-tender portal login screen* for uploading the Price Bid.

11.2 The authorized signatory of the bidder must sign the bid duly stamped at appropriate places and initial all the remaining pages of the bid. Individuals signing the bid or other documents connected with a contract must specify whether he signs as:

- i. A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
- ii. In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;

iii. Constituted attorney of the firm if it is a company.

Note:

1. In case of (ii) above, a copy of the partnership agreement duly registered with "Registrar of Firm's" or general power of attorney, in either, case, attested by a Notary Public should be furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.
2. In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm.
3. A person signing the bid 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, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.

11.3 A bid, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

12. Bid Currencies

- 12.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the Price Schedule and will be payable in Indian Rupees only after satisfactory supply, installation and acceptance of the goods. The rate of conversion shall be taken as on the date of placement of purchase order.
- 12.3 Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

13 Bid Prices

- 13.1 The Bidder shall indicate on the Price Schedule provided under Section X all the specified components of prices shown therein including the unit prices, applicable taxes and total bid prices of the goods and services it proposes to supply against the requirement. All the columns shown in the Price Schedule should be filled up as required. If any column does not apply to a bidder, same should be clarified as "NA" by the bidder.
- 13.2 If there is more than one schedule in the "List of Requirements", the bidder has the option to submit its bid for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.

- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached Under Section X.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding Price Schedule shall be entered separately in the following manner:
- a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including packing charges and GST and Custom Duty already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) Any taxes and duty, which will be payable on the goods in India if the contract is awarded;
 - c) Charges towards Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) The price of Incidental Services (including installation & commissioning, supervision, demonstration and training), at the consignee site as mentioned in List of Requirements, Technical Specification and Price Schedule;
 - e) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - f) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted on FOB at port/ FCA at airport of shipment, as mentioned in List of Requirements, Technical Specification and Price Schedule
 - b) The amount of Freight and Insurance (port of loading to port of entry) and other incidental costs.
 - c) The price of Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site as mentioned in List of Requirements, Technical Specification and Price Schedule.
 - d) The price of Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery.
 - e) The Unit Price on CIP Name port of Destination + Extended Insurance (local transportation and storage)
 - f) The price of total Price on CIP Named port of Destination +Insurance (local transportation on and storage)
 - g) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - h) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Taxes and Duties:**13.5.1 GST (Goods & Services Tax)**

If the bidder desires to ask for GST (goods and services tax) to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

13.5.2 Customs Duty

The Purchaser will pay the Customs duty wherever applicable.

13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.8 Unless otherwise specifically indicated in this Bidding Document, the terms FCA, FOB, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS - 2010, published by the International Chamber of Commerce, Paris

13.9 The need for indication of all such price components by the bidders, as required in this clause (viz., GIB clause 13) is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser's right to award the contract on the selected bidder on any of the terms offered.

14. Indian Agent

14.1 If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, in a manner described under GIB sub clause 12.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CAMC period.

15. Firm Price

15.1 Unless otherwise specified in the SIB, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIB clause 13 will apply.

16. Alternative Models

16.1 Alternative Models are permitted. The Bidder can quote alternate models meeting the specifications of the bidding document of same manufacturer with single Bid Security.

- 16.2 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 ATE for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same ATE.
- 16.3 One Principal/OEM cannot authorize two agents simultaneously for the same item against same ATE.

17 Documents Establishing Bidder's Eligibility and Qualifications

- 17.1 Pursuant to GIB clause 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.
- 17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfill the following requirements:
- a) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIII in this document.
 - b) In case the bidder 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 including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

18. Documents establishing good's Conformity to Bidding Document.

- 18.1 The bidder shall provide in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the bid fully conform to the goods and services specified by the purchaser in the Bidding Documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Bidding Documents to establish technical responsiveness of the goods and services offered in its bid.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.
- 18.3 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Bid Security (BS)

- 19.1 Pursuant to GIB clauses 8.1 and 11.1 A (i) the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Bids (NIB). The Bid Security is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.7 below.

- 19.2 The bidders who are currently registered with MSME for the specific goods as per bidding document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall enclose relevant certificate of registration issued by department of MSME.
- 19.3 The Bid Security shall be denominated in Indian Rupees or equivalent currencies as per GIB clause 12.2. The Bid Security shall be furnished in one of the following forms:
- i) Account Payee Demand Draft/ Banker's cheque
 - ii) Fixed Deposit Receipt
 - iii) Bank Guarantee
- 19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the bidder, in favour of the "....."(as indicated in the NIB) payable at New Delhi. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section XII in these documents.
- 19.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid as per Clause 20 of GIB is 270 days, the Bid Security shall be valid for 315 days from Techno-Commercial Bid opening date.
- 19.6 The Bid Security of unsuccessful bidders will be returned without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 19.7 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 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.

20. Bid Validity

- 20.1 If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of bid opening prescribed in the Bidding Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original

validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.

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

21. Signing and Sealing of Bid

- 21.1 The bidders shall submit their bids as per the instructions contained in GIB Clause 11.
- 21.2 Unless otherwise mentioned in the SIB, a bidder shall submit only one copy of its bid marking it as "Original". Bidders are requested to submit their Bids after binding and page numbering.
- 21.3 The Bid shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- 21.4 All the documents of the bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the bid including printed literature (if any), shall be initialled and stamped by the same person(s) signing the bid. The bid shall not contain any eraser or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled and stamped by the person(s) signing the bid.
- 21.5 The bidder is to seal the bid and writing the address of the purchaser and the bid reference number on the envelopes. The sentence "NOT TO BE OPENED" before _____ (The bidder is to put the date & time of bid opening) are to be written on this envelope. If the envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 21.6 Bidding Document seeks quotation following "Two Bid System", in two parts. First part will be known as 'Techno-Commercial Bid', and the second part 'Price Bid' as specified in clause 11 of GIB. Bidders shall seal 'Techno-Commercial Bid' and 'Price Bid' separately and covers will be suitably super scribed. Both these sealed covers shall be than put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 be followed.

D. SUBMISSION OF BIDS

22. Submission of Bids:

- 22.1 Unless otherwise specified, the bidders are to drop the Bids in the tender box located at **HLL Infra Tech Services Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh** or the same shall be submitted by the bidder by hand to concerned Project Officer dealing hand or his nominee. The necessary entry will be made in the Bid Receipt Register.
- 22.2 The bidders must ensure that they submit the on-line bids within the scheduled closing date & time. They shall also ensure to submit the original Tender

Processing Fee and Bid Security within its scheduled date & time. It is the responsibility of the bidder to ensure that their Bids whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of bid falls on / is subsequently declared a holiday or closed day for the purchaser, the bids will be received up to the appointed time on the next working day.

23. Late Bid:

- 23.1 A bid, which is received after the specified date and time for receipt of bids will be treated as “late bid” and will be ignored.

24. Alteration and Withdrawal of Bid

- 24.1 The bidder, after submitting its bid, is permitted to alter/modify its bid, within the deadline for submission of bids. Alterations/modifications to bids received after the prescribed deadline will not be considered.
- 24.2 No bid should be withdrawn after the deadline for submission of bid and before expiry of the bid validity period. If a bidder withdraws the bid during this period, it will result in forfeiture of the Bid Security furnished by the bidder in its bid.

E. BID OPENING

25. Opening of Bids:

- 25.1 The purchaser will open the bids at the specified date and time and at the specified place as indicated in the NIB.

In case the specified date of bid opening falls on / is subsequently declared a holiday or closed day for the purchaser, the bids will be opened at the appointed time and place on the next working day.

- 25.2 Authorized representatives of the bidder, who have submitted bids on time may attend the bid opening provided they bring with them letter of authority from their bidder. The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the representatives' names & signatures and corresponding bidder's names and addresses.
- 25.3 Two Bid System as mentioned in Para 21.6 above will be as follows. The “Techno - Commercial Bids” are to be opened in the first instance, at the prescribed time and date as indicated in NIB. These Bids shall be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the Bidding Document. During the Techno-Commercial Bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the goods offered, Bid Security and any other special features of the bids, as deemed fit by the bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Techno-Commercially acceptable offers (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 Bid. The prices, special discount if any of the goods offered etc., as deemed fit by bid opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

26. Basic Principle

26.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bidding Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

27. Scrutiny of Bids

27.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.

27.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

27.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bidding Documents. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

27.4 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and will be ignored;

- (i) Bid form as per Section IX (signed & stamped) not enclosed.
- (ii) Bid is unsigned.
- (iii) Bid validity is shorter than the required period.
- (iv) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been provided.
- (v) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIII.
- (vi) Bidder 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 - V – "Special Conditions of Contract", for due performance of the contract.
- (vii) Bidder has not agreed to other essential condition(s) specially incorporated in the bidding document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
- (viii) Poor/unsatisfactory past performance.
- (ix) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
- (x) Bidder is not eligible as per Clauses 5, 6 & 17 of GIB.
- (xi) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- (xii) Bidder has not agreed for the delivery terms and delivery schedule.

28. Minor Informality/Irregularity/Non-Conformity

28.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive

reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a bidder, 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 corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 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
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by registered/speed post/email. If the bidder does not agree to the observation of the purchaser, the bid is liable to be ignored.

30. Qualification Criteria

- 30.1 Bids of the bidder, who do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non-responsive and will not be considered further.

31. Conversion of Bid currencies to Indian Rupees

- 31.1 In case the Bidding Documents permits the bidder to quote their prices in different currencies, all such quoted prices of the responsive bidder will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price Bid' opening.

32. Schedule-wise Evaluation

- 1.1 In case the List of Requirements contains more than one schedule, the responsive bids will be evaluated and compared separately for each schedule. The bid for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the bid. However, as already mentioned in GIB sub clause 13.2, the bidders have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful bidder for each schedule, subject to bidder (s) being responsive.

33. Comparison of Bids

- 33.1. Unless mentioned otherwise in Section – III – Special Instructions to bidder and Section – VI – List of Requirements, the comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis. The quoted Turnkey Work prices and CAMC prices will also be added for comparison/ranking purpose for evaluation. "Net Present Value (NPV) of the Comprehensive Annual Maintenance

Contract Charges (CAMC) quoted for 5 years after the warranty period shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum." However the payment of CAMC shall be made to the successful bidder at approved rates.

34. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

- 34.1 Further to GIB Clause 33 above, the purchaser's evaluation of a bid will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and
 - ii) in the case of goods of foreign origin offered from abroad, customs duty and GST which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.
- 34.2 The purchaser's evaluation of bid will also take into account the additional factors, if any, incorporated in SIB in the manner and to the extent indicated therein.
- 34.3 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 Bids.

35. Bidder's capability to perform the contract

- 35.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid 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.
- 35.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Bidding Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

36. Contacting the Purchaser

- 36.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to NIB/Bidding Document and / or its bid, it should do so only in writing.
- 36.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

G. AWARD OF CONTRACT**37. Purchaser's Right to accept any bid and to reject any or all bids.**

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

38. Award Criteria

38.1 Subject to GIB clause 37 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIB Clause 35.

39. Variation of Quantities at the Time of Award/ Currency of Contract

39.1 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) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.

39.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (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.

40. Notification of Award

40.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder(s) in writing, by registered / speed post or by fax/email (to be confirmed by registered / speed post) that its bid for Goods & Services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 5 of GCC under Section IV.

40.2 The Notification of Award shall constitute the conclusion of the Contract.

41. Issue of Contract

41.1 Promptly after notification of award, the Purchaser will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

41.2 Within twenty one days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.

41.3 The Purchaser reserves the right to issue the Notification of Award consignee wise.

42. Non-receipt of Performance Security and Contract by the Purchaser

42.1 Failure of the successful bidder in providing Performance Security and/or returning contract copy duly signed in terms of GIB clauses 40 and 41 above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 24-Termination of default of GCC under Section IV.

43. Return of Bid Security

43.1 The Bid Security of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

44. Publication of Bid Result

44.1 The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the Website of AIIMS, CPPP and HITES.

H. CORRUPT OR FRADULENT PRACTICES

45. Corrupt or Fraudulent Practices

45.1 It is required by all concerned namely the Bidder /Suppliers/Purchaser/Consignee/End User 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 bidders (prior to or after Bid submission) designed to establish Bid 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 Bidder 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**SPECIAL INSTRUCTIONS TO BIDDERS
(SIB)**

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

Sl. No.	GIB Clause No.	Topic	SIB Provision	Page No.
A	1 to 7	Preamble	No Change	
B	8 to 10	Bidding Document	Change in GIB Clause no. 8.1	
	8.1	In addition to Section I – “Notice inviting e-Tender” (NIT), the TE documents include:	Added Point: Appendix A- Integrity pact	9
C	11 to 21	Preparation of Bids	Change in GIB Clause no. 21.1	
	11.1		Additional Note ‘d’ as under	25
	11.1.A.iv		Additional para as under	25
	13.5.1		Additional para as under	25
	17.2		Additional para as under	25
	19		Additional para 19.9 as under	25
	21.1		Changed as under	25
D	22 to 24	Submission of Bids	Guiding notes given as under	26
E	25	Bid Opening	No Change	
F	26 to 36	Scrutiny and Evaluation of Bids	Change in GIB Clause no. 33	
	33	Comparison of Bids	Additional para 33.2 as under	26
	34	Additional Factors...	Additional para as under	26
G	37 to 44	Award of Contract	No Change	
H	45	Corrupt or Fraudulent Practices	No Change	

11.1 Note:

- a. The tender Processing fee, BID SECURITY and **Integrity Pact (Appendix A) on non-judicial stamp paper** has to be submitted in physical form as per Section – I, Notice Inviting Tender of this tender enquiry.

11.1 A) Techno-commercial Bid (Un-priced Bid):

- xix) The Integrity pact (At Appendix-A) on non-judicial stamp paper shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be *ab initio* rejected without assigning any reason.

11.1 (B) Price Tender:**Note:**

- d) The Price is to be quoted for all the line items strictly as per the given price-bid format on the e-tender portal, failing which the bid shall be straight away rejected.**

Added Para (Ref. GIB Clause 11.1.A.iv & 17.2):

Manufacturer Authorisation may not be submitted for any equipment with the bid. However, bidders should make their own arrangement with the manufacturer(s) of the respective equipment for future maintenance of the equipment in their own interest as they have to run that equipment for 10 years.

13.5.1 GST (Goods & Services Tax):

GST Rate @18% will be considered for all bidders for price ranking of 'OPEX items'. However, the same shall be payable at actual applicable GST rates only.

19. Bid Security (BS)

- 19.9 HITES 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:

Name of the Beneficiary	Bank Details	IFSC Code
HLL INFRA TECH SERVICES LTD.	HDFC BANK LTD, NOIDA, UTTAR PRADESH	HDFC0000088

21. Digital Signing of e-Bid

- 21.1 The bidders shall submit their bids online as per the instructions contained in GIB Clause 11 and any other specific instruction mentioned in the e-Tender portal using the digital signature.

Instruction on submission of Bids

- i) All the necessary documents as prescribed in the NIB shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.
- ii) The scanned copies of Bid Processing Fee, Bid Security, all document(s)/ information(s) including the Financial Proposal should be uploaded **online**

only in the prescribed format given in the designated e-tendering portal website. No other mode of submission shall be acceptable.

However, **Bid Processing Fee, Bid Security, Catalogue(s)/Data-sheet(s)** related to all quoted items must be submitted in original at the desired venue before the last date and time of physical submission as mentioned in the NIB.

- iii) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
- iv) The Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & give relevant file name indicating the contents.
- v) The file name of price bid should not be different from the price bid format uploaded by the Bid inviting Authority in the portal. This can be downloaded from the **Notes & Attachment** under **Details** of item when the RFX/event is in **Display Mode**.
- vi) **Bidders may simulate online bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during bid submission online shall be entertained in the last week of bid submission.**

27. Scrutiny of Bids

27.4 (xiii) The Integrity pact (At Appendix-A) on non-judicial stamp paper shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be *ab initio* rejected without assigning any reason.

Qualification Criteria (Ref. GIB Clause 30.1)

The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non-portable and heavy equipment) for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.

33. Comparison of Bids

33.2 Unit Prices for all optional items/accessories/services (if any) asked in the tender specifications must be quoted separately by all the bidders in their price bid. Such unit prices after multiplying by the required quantity shall be added and taken into consideration for comparison and ranking of bids.

34. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

34.1 Further to GIB Clause 33 above, the purchaser's evaluation of a bid will include and take into account the following (added para):

- iii) The items under this tender enquiry are intended to be specifically delivered and installed for use at National Cancer Institute, AIIMS (Jhajjar Campus) which is a Research cum Cancer Institute. Accordingly, custom duty, cess, IGST, payable at the time of Import in the name of the Institute shall be applicable as per Custom Notification No. 51/96-Cus dated 23.07.1996 and its subsequent amendments, if any. Similarly, CGST/SGST payable at the time of supplies in the name of the Institute from Indian suppliers shall be applicable as per notification no. 47/2017-Integrated Tax (Rate) dated 14.11.2017 issued by Department of Revenue, Ministry of Finance, GOI. The ranking of bids shall also be made by taking into such rates of taxes & duties for those items as mentioned in the said notifications.

Added Para (Ref. GIB Clause 33 & 34):

The comparison of bids will be based on GIB Clause 33, 34 and if any, as specified in the Technical specification(s). However, at the time of award of contract, the value of award (bid value/contract value) shall be limited to the upfront charges payable by the exchequer for Supply, Installation, Testing & Commissioning value only on DDP basis which is inclusive of warranty (for number of years specified at section VI; List of Requirement, Part I) and any other item(s)/services detailed for upfront purchase in the technical specifications. The cost of any other parameters like CAMC price beyond the warranty period, cost of any Consumables, any other recurring expenditure, etc. which have been considered for ranking of bids or for freezing of rates shall not be part of tender/award/bid/contract value.

SECTION - IV**GENERAL CONDITIONS OF CONTRACT (GCC)
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1. Application

- 1.1 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 V, List of requirements under Section VI and Technical Specification under Section VII 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 Bidding 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

- 3.1 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

- 5.1 Within Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to

ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the Purchaser. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to ninety (90) days beyond Warranty Period.

- 5.3 In the event of any failure/default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CAMC security as per Performa in Section XIV, the amount of the performance security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) 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.
- 5.5 The supplier shall enter into Comprehensive Annual Maintenance Contract as per the 'Contract Form - B' in Section XV with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CAMC security in favour of concerned Director AIIMS/Chief of Centres/MS of Hospital/Head of the Department/Dean as per the format in Section XIV.

6. Technical Specifications and Standards

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform 'Technical Specification' under Sections VII of this document.

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications under Section VII and in SCC under Section V. In case the packing requirements are amended due to issue of any

amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification under Section VII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. Contract number and date
- b. Brief description of goods including quantity
- c. Packing list reference number
- d. Country of origin of goods
- e. Consignee's name and full address and
- f. Supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/Consignee, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- 8.2 The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the

risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

- 8.6 The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.

"On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognized/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV etc. prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

- 10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms.

11. Insurance

- 11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- i) In case of supply of domestic goods on Free Delivery at Consignee's Site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

- ii) In case of supply of the imported goods on CIP (named port of Destination Basis), the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from warehouse to warehouse (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee/End User, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

12. Spare parts

12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) The spare parts as selected by the Purchaser/End User to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser/End User before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the Purchaser/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CAMC period.

13. Incidental services

13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section - VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services:

- i) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.
- ii) Turnkey work (if any).
- iii) Training of Consignee's/End Users Doctors, Staff, operators etc. for operating and maintaining the goods.
- iv) Supplying required number of operation & maintenance manual for the goods.

14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant dispatch documents well in time to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

Within 24 hours of dispatch, the supplier shall notify the concerned Store Officer in AIIMS Clearing Agent and others concerned the complete details of dispatch and also supply following documents by air mail/ courier etc. with intimation by e-mail:

- a) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
- b) Packing list;
- c) Certificate of country of origin;
- d) Bill of Lading/Airway Bill;
- e) Insurance Certificate; (if applicable)
- f) Manufacturer's guarantee and Inspection certificate; (if applicable)
- g) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
- h) Any other document(s) as and if required in terms of the contract.

15. Warranty and CAMC

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 The warranty shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

15.3 The Comprehensive Annual Maintenance Contract shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

15.4 Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-

- All kinds of Motors.
- Plastic & Glass Parts against any manufacturing defects.
- All kinds of sensors.
- All kinds of coils, probes and transducers.
- Printers and imagers including laser and thermal printers with all parts.
- UPS including the replacement of batteries.
- Air-conditioners

15.5 In case of any claim arising out of this warranty and CAMC period the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 unless revised in SCC in Section V of Bidding Document.

- 15.6 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per conditions laid down in the Bidding Document.
- 15.7 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be up to the completion of the original warranty period of the main equipment.
- 15.8 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.9 During Warranty and CAMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.10 The Purchaser/Consignee reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.11 The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.12 The Supplier along with its Manufacturer Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

16. Assignment

- 16.1 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.

17. Sub Contracts

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract, if not already specified in its bid. Such notification, in its original bid or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of Contract

18.1 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) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of dispatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and 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 the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser's amendment/modification of the contract.

19. Prices

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its bid and incorporated in the contract except for any price adjustment authorized in the SCC.

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for GST incurred until delivery of the contracted goods to the purchaser.

20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made through electronic transfer in NEFT/RTGS subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

A) Payment for Indigenous Goods (M&E) Or Foreign Origin Located Within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

- a) **On delivery:** 75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:
 - (i) Original copies of supplier's invoice showing contract number, goods description, quantity, packing list, unit price and total amount;

- (ii) Consignee Receipt Certificate as per Section XVI of bidding document in original issued by the authorized representative of the consignee;
- b) **On Acceptance:** Balance 25% payment would be made against “Installation and Acceptance Certificate” of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. “Installation and Acceptance Certificate” need to be issued by the concerned End User after installation, commissioning, testing and successful trial run (if applicable).
- B) Payment for Imported Goods (M&E):** Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:
- a) **On Shipment:** 75% of the net FCA/CIP price (i.e. FCA/CIP price less Indian Agency commission) of the goods despatch by Sea/Air shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:
- i) Commercial Supplier’s Invoice giving full details of the goods including quantity, value, etc.;
 - ii) Packing list;
 - iii) Certificate of country of origin;
 - iv) Negotiable clean Bill of Lading/Airway Bill;
 - v) Insurance Certificate; (if applicable)
 - vi) Manufacturer’s guarantee and Inspection certificate; (if applicable)
 - vii) Inspection certificate issued by the Purchaser’s Inspector; (if applicable)
 - viii) Any other document(s) as and if required in terms of the contract.
- b) **On Acceptance:** Balance payment of 25% of net FCA/CIP price of goods would be made against “Installation and Acceptance Certificate” to be issued by the End User through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. “Installation and Acceptance Certificate” need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable).
- c) Payment of Consumable Imported Goods/Reagents/Kits would be made 100% against “Installation and Acceptance Certificate” to be issued by the End User through Wire Transfer.
- d) **Payment of Incidental Costs:** Incidental costs till consignee site towards Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training),if applicable will be paid in Indian Rupees to the Indian Agent on submission of “Installation and Acceptance Certificate” by the End User.
- e) **Payment of Indian Agency Commission:** Indian Agency Commission (IAC) will be paid to the Authorised manufacturer’s agent in Indian rupees indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. The agency commission payment shall be made on submission of “Installation and Acceptance Certificate” by the End User.
- C) Payment of Civil/Electrical Works at site:** The payment related to Civil/Electrical Works at site will be made as indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject

to further escalation/exchange variation. The payment for Civil/Electrical works shall be made on submission of "Installation and Acceptance Certificate" by the End User.

D) Payment for Comprehensive Annual Maintenance Contract Charges: The consignee will enter into CAMC with the supplier at the rates as stipulated in the contract. The payment of CAMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the End User on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the equipment as per contract in the prescribed format given in Section XV of the bidding document valid till 3 months after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of contract value is more than Rs. 10 lakh.

21.2 Terms of payment for imported goods

- 21.2.1 The supplier shall not claim any interest on payments under the contract.
- 21.2.2 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.2.3 Irrevocable & non-transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser, the charges thereof shall be borne by the supplier.
- 21.2.4 The payment shall be made in the currency/currencies authorised in the contract.
- 21.2.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- 21.2.6 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.
- 21.2.7 While claiming reimbursement of duties, taxes etc. (like GST, sales tax, excise duty, custom duty) from the Purchaser, 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, the supplier shall refund to the Purchaser forthwith.

22. Delivery

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date(s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and

performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:

- (a) The Purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and GST which takes place after the expiry of the date of delivery stipulated in the contract.

22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.

22.6 Passing of Property

22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.

22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated Damages

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and/or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. Termination for Default

- 24.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 The Performance Security in such cases will be forfeited.
- 24.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for Insolvency

- 25.1 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.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, 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.
- 26.2 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.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of

occurrence of such event. Unless otherwise directed by the Purchaser 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.

- 26.4 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.
- 26.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for Convenience

- 27.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its Purchaser'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. 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.
- 27.2 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 following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser 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.

28. Governing Language

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

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by Facsimile/email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 29.2 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.

30. Resolution of Disputes

- 30.1 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.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- 30.3 In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-).
- 30.4 **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 30.5 **Jurisdiction of the court** will be from the place where the Bidding Document has been issued, i.e., New Delhi, India.

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

- 32.1 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.
- 32.2 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.

33. Fall Clause

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

SECTION – V**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.

Sl. No.	GCC Clause No.	Topic	SCC Provision	Page No.
A	5	Performance Security	Change in GCC clause No. 5.1 as below	42
B	15	Warranty and CAMC	Additional Para 15.13 as under	42

5. Performance Security

5.1 The supplier shall furnish **2 (two) Performance Securities** to the Purchaser as detailed below:

- (1) Within Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to ten percent (10%) of the total value of the capex contract, valid up to ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, and
- (2) Within Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier shall furnish an additional Performance Security for the equivalent amount as mentioned at sub-clause 5.1 (1) above to the Purchaser, valid up to ninety (90) days after the date of completion of all contractual obligations of operations contract by the supplier.

15. Warranty and CAMC:

15.13 If there is any physical damage or break down of the supplied equipment, it will be the responsibility of the bidder to replace the said equipment free of cost and NCI-AIIMS will not pay for the same. The dietary services should not be hampered due to breakdown of the equipment. The warranty of the same will be extended by the same duration for which the equipment was not functional.

Any specific clause, mentioned in the technical specification shall prevail and will supersede the similar clause mentioned anywhere in the tender.

The warranty & CAMC period for CAPEX items will be as mentioned in the list of requirement as per section VI of the Bidding Document.

SECTION- VI**LIST OF REQUIREMENTS****Part I:**

Sl. no.	Rfx/ Event number	Short Description of goods	Quantity	Warranty Period	CAMC period after warranty
1	3000003341	Hospital Kitchen, Patient Dietary Services and Staff/Public Cafeteria	1	05 years (for CAPEX items)	05 years (for CAPEX items)

Part II: Required Delivery Schedule:**For Indigenous and/or Imported goods:**

Supply, Installation and Commissioning to be completed within 120 days from the date of NOA or date of opening of LC or date of approval of layout drawing, whichever is later.

(In case of LC opening, necessary documents like valid Performance Security and Proforma Invoice are to be submitted within 30 days from the date of release of NOA. In case layout drawing approval is applicable, it should be submitted by the supplier within 21 days from the date of release of NOA.)

For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13.

Part IV: Turnkey Work (if any) as per details in Technical Specification.**Part V: Warranty period as per details mentioned in technical specification and as specified in Part I above. Warranty period will start from the date of installation, commissioning and acceptance.**

Comprehensive Annual Maintenance Contract (CAMC) as per details in Technical Specification as specified in part I above. Comprehensive Annual Maintenance Contract (CAMC) will start from the date of successful completion of warranty period.

Part VI: Required Terms of Delivery and Destination.**a) For Indigenous goods or for imported goods if supplied from India:**

Free Delivery at Consignee's Site(s)

b) For Imported goods directly from abroad:

The foreign bidders are required to quote their rates on CIP (Named Port of Destination Basis) giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP (Named Port of Destination basis).

Insurance (Local Transportation and Storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.

c) The Consignee details are as under but the supplier is required to deliver the goods at the designated site in the floor and building of concerned Centers/Hospital/ Departments:

Consignee	Site	Contact Address.	Air Port	Sea Port
NCI-AIIMS (National Cancer Institute – All India Institute of Medical Sciences)	Jhajjar Campus	Badsha Village Jhajjar Haryana	New Delhi	ICD Tuglakabad (for containerised shipments) Or ICD Patparganj

Note: The consignee will ensure timely issue of NMIC, CDEC etc., wherever applicable to the supplier.

SECTION - VII**TECHNICAL SPECIFICATION AND GENERAL POINTS****A. TECHNICAL SPECIFICATION:****Item (Rfx/ Event number 3000003341)****Hospital Kitchen, Patient Dietary Services and Staff/Public Cafeteria**

Sl. No	Scope of Work
I	General Scope
1	Bidder is responsible for planning, designing, supplying, installation, commissioning, maintenance and operation of Dietary services for NCI-AIIMS for 10 years. Dietary Services include: a) Hospital Main Kitchen located in ground floor of service block b) Visitor cafeteria located at the ground floor of hospital building , it includes small kitchen (750 sqft) The Bidder is responsible for Planning, designing, supplying, installation, commissioning, maintenance and operation of a small kitchen at the ground floor of hospital building for which bidder will not be paid by NCI-AIIMS. This small kitchen (750 sqft) would be used only for staff and visitors cafeteria. c) Staff cafeteria located at the first floor of the hospital building.
2	The bidder has to run the cafeteria services 24* 7 for staff on fixed rate basis for items given in "Annexure-A". The bidder may use the kitchen area for preparation of the cafeteria items without affecting the dietary services for patients. The bidder will not be paid (as above) for equipment or manpower required to run the cafeteria services. Operations and maintenance of both the cafeterias is the responsibility of the bidder and collection of cash for Visitor & Staff cafeteria will also be the responsibility of the bidder.
3	Bidder has to provide adequate & sufficient manpower to run the Main Kitchen located in ground floor of service block as per the work defined in the SOP (Annexure - 7).
4	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.
5	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%).
6	Preparation area for Veg and Non-Veg should be physically separated. There should be separate utensils for cooking Veg and Non-Veg 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 kitchen equipment mentioned in BOQ 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	ANNEXURE -1 is the BOQ of Capex items given for various areas of Kitchen. The bidder has to offer minimum number of items as per BOQ and as per tender technical specification. Other items in BOQ to be quoted as per the requirement and patient load mentioned in Annexure-2 and 3.
9	All general furnitures should be modular and should be of reputed make like Godrej/Durian/Juari
10	All machinery/equipment paid for by NCI-AIIMS under CAPEX shall be the property of NCI-AIIMS from the the date of issue of LC/CRC.
11	
12	The vendor shall be responsible for procurement of all the Kitchen Chemicals, detergents etc. of the specification as per approved by consignee/SOP. NCI-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.
13	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.
14	Timely distribution of the food to patient care areas should be strictly complied as per SOP (Annexure- 7)
15	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).
16	All record keeping and maintenance of record to be done by the bidder. All records should be orderly and legible.
17	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 condition 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.
18	Waste management rules, wherever applicable to be followed by the Bidder as per SOP.
19	Authorized personnel of bidder may collect NCI brochure including list of user areas and CAD drawings from room number 160, 1st floor, DR. BRAIRCH, AIIMS, New Delhi for better understanding of Dietary services, wards/ICUs/OTs/OPD/etc. areas.
20	The bidder shall procure FSSAI approved raw food materials.
21	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 NCI-AIIMS. If the said License is not obtained by the vedor before the comissioning of the Diatary services performance guarantee would be forfeited and other actions would be taken by NCI-AIIMS against the vendor as deemed fit. 2)It is the responsiblity of the bidder to obtain ISO 22000(Food Safety Management System) Certificate within one year of commissioning of Dietary Services and to maintain the same throughout the contract period.
22	NCI-AIIMS will provide dual metered electricity supply (1 from DG & 1 from grid supply) for Main kitchen and small Kitchen. Electricity charges at prevailing institutional electrical supply rates in the State of Haryana 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 meter readings for the billing period. NCI-AIIMS reserves the rights to verify the same if required.

23	Meal/ Menu planning (cyclic/ seasonal) including the use of standardized recipe , food and fluid requirement , meal timings appropriate for patient category i.e private ward & General ward will be decided subsequently
24	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 Protien and High Calorie Diet, Liquid Diet, Semi Solid Diet, regional dietary requirement, Standard Feed etc
	The bidder shall supply the required numbers and type of equipment as per requirement based on the following; Dietary services must run all 365 days with sufficient manpower.
	a. Specification of the key equipment of Kitchen are detailed in the tender document.
	b. Patient Load per day shall be approximately 600 general diets and 100 Private diets when NCI-AIIMS is fully operational.
	c. The institute is likely to be operationalized in three phases viz.
	i. Phase-I - Dec-2018 - 250 Beds
	ii. Phase-II - Dec - 2019 - 500 Beds
iii. Phase-III - Dec - 2020 - 710 Beds	
d. The Kitchen system shall be designed and commissioned upfront for full capacity with scope of expansion for upto 25 percent of the estimated capacity without deployment of any additional equipment.	
25	e. Indicative timings for distribution of food to the patient care areas should be as per SOP/instruction given by institute (Annexure -7).
26	Scope of Services also include purchasing of raw materials like Grocery, Spices, Fresh Vegetables, Fresh Fruits, Egg, Milk etc. The vendor shall purchase all the raw food materials from NAFED/HAFED/ Mother Dairy.
27	All raw materials used for the cooking should be of approved brands as mentioned in Annexure-5. Authorised incharge of NCI-AIIMS will have the authority to approve alternate brands other than the specified brands above.
28	The bidder has to comply with the SOPs as per Annexure- 7 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 - 6. The scope of turnkey would be Hospital Main Kitchen located in ground floor of service block of approx. 10,000 sqft . The institute will provide the shell structure of approx. 10,000 Sq.feet for main Kitchen on Ground Floor of Service Block. 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 - 6. While designing the Main Kitchen, bidder has to keep provision for future expansion of Main Kitchen for installation of one Combioven, one Brasing Pan, one Dishwasher of the highest capacity 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 , HVAC etc.)required for future expansion has to be built in while designing and furnishing the Kitchen.
III	Penalty Clauses
1	NCI-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. NCI-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	During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs) for the equipment, if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Even though Uptime of

	95% of 365/366 (Leap Year) days (24 hrs) for the equipment is given Kitchen services should run on all 365/366 (Leap Year) days
3	NCI- AIIMS may do surprise inspection for quality checks and compliance of SOP in Kitchen.
4	NCI-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.
5	In case of any foreign particle like hair, insect, worm, stones, metal etc. are found in food, NCI-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.
6	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/- per occurrence.
7	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.1,000/- per occurrence.
8	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.1,000/- per occurrence.
9	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.5,000/- per occurrence.
10	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. 1,000/- per occurrence.
11	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.
12	If at any point of time the vendor is found deviating from the terms and conditions of tender (infrastructure, manpower, appliances etc), the vendor shall be penalized with a penalty of Rs. 1,000/- per occurrence and on such repetitions contract may be cancelled.
13	Preparation area for Veg and Non-Veg should be physically separated. There should be separate utensils for cooking Veg and Non-Veg and these should not be mixed. If any point of time it is found that utensils used for Veg and Non-veg are inter mixing, penalty of Rs. 1000/- per instance.
14	The above penalty applies to all the Dietary services
IV	L1 Ranking & Payment
1	CAPEX price includes cost for infrastructure work, installed equipment, Kitchen accessories & cost of any other accessories like carts, trays, trolleys, bins for storing dry food items, bins for collecting waste etc used in receiving area, preparation area, cooking area storage area, etc, any furniture installed within the Kitchen, any RO system, quality control equipment etc installed by the bidder and must be clearly quoted under the column of CAPEX in the technical and price bid (Annexure - 1).
2	Bidder has to quote OPEX (Operational Cost) rate per General diet per day and rate per private diet per day as mentioned in Annexure- 2, 3 & 4. This OPEX rate must be inclusive of the cost of manpower, consumables any other recurring cost incurred for the receiving, washing, cooking , preparing, distributing, quality control, etc for the operation of Main Kitchen services used only for patients as per SOP prescribed in the tender. This OPEX (operational cost)rate shall be the basis for calculating bid ranking as per Annexure 4 . However, the OPEX shall be

	paid on monthly basis by multiplying the quoted OPEX rate per general and private diet with the actual number of diets (General + Private) verified by the dietician and approved by competent authority of NCI-AIIMS. The minimum number of Operational Beds for the purpose of OPEX shall not be less than 100 from the date of commissioning of the Kitchen system.
3	The CAMC price from 6 th to 10 th year must be quoted separately and should not be quoted under CAPEX and OPEX.
4	L1 calculation will be based on the total cost of CAPEX as in Annexure 1 + Cost of CAMC from 6 th to 10 th year + OPEX cost as per Annexure 4.
5	NCI- AIIMS shall pay CAPEX cost upfront for Annexure-1. OPEX will be paid monthly on actual basis (General + Private) . CAMC will be paid on quarterly/ biannually / annually from 6th year onwards.
V	Miscellaneous points
1	NCI -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 siad 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 NCI-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 (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.

TECHNICAL SPECIFICATION FOR KITCHEN ITEMS

A. RECEIVING AREA

1. WEIGHING SCALE FOR BULK RECEIVING

- i) Electronic Type platform weighing scale For weighing upto 300 Kgs
- ii) Battery operated.
- iii) Easy operation with push button for tare of scale and turn scale on and off.
- iv) Auto Zero Tracking and Auto Span Adjustment.
- v) Standard AC adapter to power the scale with the option of battery power.
- vi) Capacity : 300 kg
- vii) Weighing units: kg
- viii) Power : 230 VAC 50/60 Hz with AC adaptor
- ix) Type : Industrial
- x) Display : LCD/LED
- xi) Calibration : Internal

2. TABLETOP WEIGHING SCALE

- i) Electronic Type tabletop weighing scale for weighing 5-10 Kg.
- ii) Battery operated.
- iii) Easy operation with push button for tare of scale and turn scale on and off.
- iv) Auto Zero Tracking and Auto Span Adjustment.
- v) Standard AC adapter to power the scale with the option of battery power.
- vi) Capacity : 5-10 kg

- vii) Weighing units: kg
- viii) Power : 230 VAC 50/60 Hz with AC adaptor
- ix) Type : Industrial
- x) Display : LCD/LED
- xi) Calibration : Internal

3. MOBILE BUSSING CART

- i) # 14 Ga. S.S. top channel shape.
- ii) Four (4) no. 38 mm dia uprights on Castors.
- iii) Two(2) no #18 G.A S.S pan with All sides turned up 100mm & hemmed outside welded to S.S legs.
- iv) Four (4) no. heavy duty 125mm dia Non marking rubberized castors all with brakes.
- v) Under sides of top shall be reinforced W/ 25 X 100 X 25 #16 G.A S.S inverted channel.

4. ELBOW/KNEE/FOOT ACTIVATED HAND WASH SINK UNIT

- i) Made from 304 AISI stainless steel.
- ii) Integral radiused rear upstand.
- iii) Elbow/Knee/Foot-operated.
- iv) Bowl mm 340 x 365 x 155 h with mixer spout and drain hole.
- v) Model shall complies with international hygiene and clean ability standards.
- vi) Steel knee pedal to be make handwashing basin extremely easy to use.
- vii) Should be Easy to clean
- viii) Washbasin should be equipped with a wall panel plus paper and soap dispensers as optional extras
- ix) Mixer spout, ½" in diameter and drain hole supplied as standard.
- x) Should be constructed entirely in 18/10 stainless steel.
- xi) Sound deadened pressed bowl with rounded corners and all-round lip to prevent overspill.
- xii) Rear upstand to be 30 mm in height and 1.5 mm thick.
- xiii) Syphon to be included.

5. KNIFE SANITIZER WITH UV LAMP

- Should be made of Stainless Steel 304.
- Sanitization to be done through UV-ray irradiation.
- Should be of two hinged doors construction.
- Should be able to place 10 – 12 number of knives for sanitization.
- The Cycle should be restarted with the opening and closing of the doors and automatically shuts off when cycle ends.
- All the required precautions to be taken to protect the user from UV radiation
- It should be ensured that all the precautions to be taken by the vendor during installation and operation of the equipment so that it should not harm the user

6. WALL MOUNTED HOSE REEL WITH SPRAY GUN

- Should include models for wall mounting and equipped with spray gun.
- Rubber hose with spray gun certified for use with cold and water tamp water.
- Removable spray gun with plastic handle and adjustable beam.
- 15m hose length.

- To be used with water temperature max 90°C
- Hose reel to be provided with a closed stainless steel drum.
- Shell shall be entirely made in AISI 304 stainless steel.
- The hose winder is spring-loader and fitted with a locking mechanism.
- Hose reel provided with a stainless steel swiveling wall bracket.
- Operating pressure min 1 bar / max 9 bar.
- Water flow: 3 bar=13.5 l/min

B. WASHING AREA

1. DOUBLE SINK UNIT

- #16 Ga. S.S. Top.
- 150mm High Rear side Splash. Front & Both sides' marine edges with back side of splash to be closed by # 20 G.A. S.S. sheets.
- Top secured 38mm x 38mm x 3mm Thick S.S. welded angle frame work.
- Left side of unit Two (2) no. 500 mm x 500mm x 200mm deep # 16 Ga. S.S. sink, Sink Complete with 50mm dia lever handle operated waste outlet & rear connected overflow.
- Two (2) No. # 20 Ga. S.S. 50mm high Removable perforated Strainer basket with handles.
- Four (4) no. 38mm Dia S.S. legs. With adjustable bullet feet.
- 25mm Dia S.S. pipe cross bracing welded to legs at Rear & both sides.
- # 20 G.A S.S Apron front & right of Sink.
- Two (2) No. Deck Mounted Swivel type water Mixer faucet.

2. WALL SHELF

- Made from 304 AISI stainless steel, 1mm in thickness.
- Upturned edges.
- Size (w x d x h) – 1400 x 300 x 25 mm
- Integral radiused rear upstand, h=30mm.
- Wall brackets allow the shelf to be positioned at different heights.
- It could be installed and positioned at different heights on the wall using the supplied wall brackets.
- Smooth surfaces, rounded corners, absence of edges and rear upstand facilitate cleaning operations

3. WALL MOUNTED HOSE REEL WITH SPRAY GUN

- Should include models for wall mounting and equipped with spray gun.
- Rubber hose with spray gun certified for use with cold and water temp water.
- Removable spray gun with plastic handle and adjustable beam.
- 15m hose length.
- To be used with water temperature max 90°C
- Hose reel to be provided with a closed stainless steel drum.
- Shell shall be entirely made in AISI 304 stainless steel.
- The hose winder is spring-loader and fitted with a locking mechanism.
- Hose reel provided with a stainless steel swiveling wall bracket.
- Operating pressure min 1 bar / max 9 bar.
- Water flow: 3 bar=13.5 l/min

4. ELBOW/KNEE/FOOT ACTIVATED HAND WASH SINK UNIT

- Made from 304 AISI stainless steel.

- Integral radiused rear upstand.
- Elbow/Knee/Foot-operated.
- Bowl mm340x365x155h with mixer spout and drain hole.
- Model shall comply with international hygiene and clean ability standards.
- Steel knee pedal to be made handwashing basin extremely easy to use.
- Should be Easy to clean
- Washbasin should be equipped with a wall panel plus paper and soap dispensers as optional extras
- Mixer spout, ½" in diameter and drain hole supplied as standard.
- Should be constructed entirely in 18/10 stainless steel.
- Sound deadened pressed bowl with rounded corners and all-round lip to prevent overspill.
- Rear upstand to be 30 mm in height and 1.5 mm thick.
- Syphon to be included.

5. TILTING BASKET VEGETABLE WASHER

- Unit to be made from 304 AISI stainless steel.
- Double inclined well bottom to allow automatic cleaning.
- Washing system by water vortex; multiple diffuser for uniform water vortex; automatic water filling.
- The lifting of the basket at the end of the washing cycle is achieved by a reliable and safe linear motor controlled by double push button with alarm. IP55 water protection. Well capacity: 300 lt.
- Double inclined well bottom to allow automatic cleaning of the unit.
- Easy to remove perforated stainless steel filters.
- Washing well shaped to achieve an efficient water vortex.
- Basket lifting at the end of the cycle achieved by means of a linear motor controlled by a double push button with alarm.
- "Soft-action" manual ball valve regulates the wash water loading and pressure.
- Multiple diffuser to uniform water vortex and a solenoid valve to expedite water loading and drainage.
- Simple control panel with emergency stop and acoustic alarm switch.
- Cycle duration of 2 to 3 minutes, a timer switch regulates the cycle length.
- IPX5 water protection.
- To be mounted on adjustable stainless steel legs.

6. MOBILE TANK WITH FALSE BOTTOM

- Mobile Tank to support Vegetable Washer for unloading vegetables.
- Constructed in 304 AISI stainless steel.
- Push handle, perforated false bottom, drain hole and overflow pipe.
- It should have 4 swiveling castors, two with brakes.

C. PREPARATION AREA

1. ELBOW/KNEE/FOOT ACTIVATED HAND WASH SINK UNIT

- Made from 304 AISI stainless steel.
- Integral radiused rear upstand.
- Elbow/Knee/Foot-operated.
- Bowl mm340x365x155h with mixer spout and drain hole.
- Model shall comply with international hygiene and clean ability standards.
- Steel knee pedal to be made handwashing basin extremely easy to use.
- Should be Easy to clean

- Washbasin should be equipped with a wall panel plus paper and soap dispensers as optional extras
- Mixer spout, ½" in diameter and drain hole supplied as standard.
- Should be constructed entirely in 18/10 stainless steel.
- Sound deadened pressed bowl with rounded corners and all-round lip to prevent overspill.
- Rear upstand to be 30 mm in height and 1.5 mm thick.
- Syphon to be included.

2. DOUBLE SINK UNIT

- #16 Ga. S.S. Top.
- 150mm High Rear side Splash. Front & Both sides' marine edges with back side of splash to be closed by # 20 G.A. S.S. sheets.
- Top secured 38mm x 38mm x 3mm Thick S.S. welded angle frame work.
- Left side of unit Two (2) no. 500 mm x 500mm x 200mm deep # 16 Ga. S.S. sink, Sink Complete with 50mm dia lever handle operated waste outlet & rear connected overflow.
- Two (2) No. # 20 Ga. S.S. 50mm high Removable perforated Strainer basket with handles.
- Four (4) no. 38mm Dia S.S. legs. With adjustable bullet feet.
- 25mm Dia S.S. pipe cross bracing welded to legs at Rear & both sides.
- # 20 G.A S.S Apron front & right of Sink.
- Two (2) No. Deck Mounted Swivel type water Mixer faucet.

3. MOTORIZED VEGETABLE PEELER

- Should be motorized vegetable peeler
- Unit to be constructed in stainless steel with lid
- To be supplied with: -abrasive plate.
- Timer with countdown display.
- Removable rotating plate covered in abrasive vitreous material (lava stone) to ensure high quality finish to peeled vegetables.
- Peels are reduced to small pieces to facilitate drainage process.
- Pulse function to control the unloading operation.
- Removable water inlet, clipped to the cover, designed to serve as a spray to clean the machine.
- Detectors to stop the machine from operating when the lid and/or door are opened.
- IP55 waterproof touch button control panel.
- Capacity: 15 kg

4. WALL MOUNTED HOSE REEL WITH SPRAYGUN

- Should include models for wall mounting and equipped with spray gun.
- Rubber hose with spray gun certified for use with cold and water tamp water.
- Removable spray gun with plastic handle and adjustable beam.
- 15m hose length.
- To be used with water temperature max 90°C
- Hose reel to be provided with a closed stainless steel drum.
- Shell shall be entirely made in AISI 304 stainless steel.
- The hose winder is spring-loader and fitted with a locking mechanism.
- Hose reel provided with a stainless steel swiveling wall bracket.
- Operating pressure min 1 bar / max 9 bar.
- Water flow: 3 bar=13.5 l/min

5. WALL SHELF

- Made from 304 AISI stainless steel, 1mm in thickness.
- Upturned edges.
- Size (w x d x h) – 1400 x 300 x 25 mm
- Integral radiused rear upstand, h=30mm.
- Wall brackets allow the shelf to be positioned at different heights.
- It could be installed and positioned at different heights on the wall using the supplied wall brackets.
- Smooth surfaces, rounded corners, absence of edges and rear upstand facilitate cleaning operations

6. WORK TABLE

- Unit to be 1400mm of length.
- #16 Ga. S.S. Top.
- 150mm High Rear Splash with back side of splash to be closed by # 20 G.A. S.S. sheet.
- Top and body secured to 38mm x 38mm x 3mm thick S.S. welded angle frame work.
- # 18 Ga. S.S. Bottom shelves with hat type reinforcement channel.
- Four (4) no. 38mm Dia S.S. legs. With adjustable bullet feet.
- Unit provided One (1) no. tool Drawer at Right side, Construction as per standard Drawings.

7. VACCUM PACKING MACHINE

- Unit should be floor standing model on wheels.
- With vacuum pump capacity of 20 m³ per hour.
- Sealing bar 450 mm.
- To be constructed in 304 AISI stainless steel.
- To be equipped with an adapter
- To ensure simplicity of use and maximum reliability electronic board detects electronic malfunctions, color and level of oil as well as failures in the vacuum packaging process.
- Safety system protects the machine in case of sealing bars overheat.
- To be complies with international hygiene and clean ability standards.

8. STORAGE BIN FOR POTATO/ONION

- 25mm x 25mm #16 Ga. S.S. outer frame work.
- Front, top rear & both sides 6mm thick S.S. rod Cladding
- 16 Ga. S.S base sloped rear to front
- # 18 Ga. S.S. front/ top hinged doors w/Rod Handle.
- Size (w x d x h) – 900 x 750 x 750 mm

9. DOUGH KNEADER

- To be suitable for kneading, blending and whipping operations.
- Capacity: 40 liter
- Reinforced body for heavy duty use with 18/8 (AISI 302) 40 liter capacity stainless steel bowl.
- Reinforced transmission and powerful asynchronous motor (2200 W)
- Should be with electromechanical 3 speed variator (40, 80, 160 rpm).
- Bowl detection device allows the mixer to switch on only when the bowl and the safety screen are properly installed and positioned together.
- Unit to be Water proof (IP55)
- Height adjustable feet.

- Kneading: speed 1 or 2 with hook; Blending: speed 2 with paddle; Whipping: speed 3 with whisk.
- To be supplied with spiral hook, paddle and reinforced whisk.

10. CUTTER / SLICER

- Machine to be motorized 3 in 1 machine: cutter, emulsifier and vegetable slicer to slice, grate, liquidize, mix and mince in a matter of seconds.
- Unit should be easily change from vegetable slicer to food processor without tools.
- Automatic speed limitation according to the selected function (slicer or cutter).
- Unit to be delivered with Stainless steel lever operated feed hopper -7 lt stainless steel cutter bowl, transparent lid, scraper and micro toothed blade rotor.
- Complete and wide selection of blades and grids available (diam. 205 mm).
- Capacity: -vegetable slicer productivity 500 kg/h
- To be supplied with following accessories –
 - Three (3) Nos. Of Dicing Grid Of 5 Mm, 10 Mm & 20 Mm For Vegetable Slicing,
 - One (1) No. Corrugated Blade Of 3 Mm,
 - Two No (2) Of Grating Disc Of 2 Mm & 4mm,
 - Two No (2) Grid For Cutting Chips Of 6 Mm & 10 Mm,
 - Two No Of Polycarbonate Trays,
 - S.S Disk Rack For Holding The Blades (2 Nos.).

11. PORTABLE HAND MIXER

- Handheld mixer with stainless steel tube & space saving storing wall support.
- To be used directly in stew pots, even during cooking.
- To be easy removal of accessories.
- Maximum speed: 10000 rpm.
- Water proof (IP55) control panel to control speed levels
- Electronic speed variator
- Electronic speed adjustment by pulse on + and - buttons.
- Safety feature to require both hands to start the machine.

12. TILTING WET GRINDER

- **As required**

13. COCUNT SCRAPER

- **As required**

14. PULVERIZER

- **As required**

D. HOT PREPARATION

1. COMBI OVEN

- Gas/Electric operated.
- Capacity : 20 GN 1/1
- 304 AISI stainless steel construction throughout.
- Touch screen controls.
- Should be able to provide variable steam from 10% to 95%
- Should be able to provide convection cooking, steam cooking and combination of convection and steam heating
- IPX 5 spray water protection certification for easy cleaning.
- Seamless hygienic cooking chamber with all rounded corners for easy cleaning.

- Double thermo-glazed door with open frame construction, for cool outside door panel. Swing hinged easy-release inner glass on door for easy cleaning.
- Swing hinged front panel for easy service access to main components.
- Unit to be supplied with 1 of Trolley with tray rack for 20x1/1GN
- Automatic cleaning program, Core temperature sensor, Retractable hand shower, S.S Stand with Castors and under tray storage

2. EXHAUST HOOD FOR COMBI OVEN

- External and internal parts to be manufactured in SS 304
- Fully welded joints
- Should have removable, dishwasher washable SS grease filters.
- Grease drain channel with grease tray.
- Appropriate of numbers of Flashed incandescent, with heat toughened glass, LED light with IP 55 rating, diffusing glass, to provide 500 lux of light through-out the hood
- Should have IP65 Electrical fittings.
- Wiring should be in heat resistant conduits
- To be provided with adjustment Dampers
- To be suspended on ceiling with hanger rods.
- Capture Ray Ultraviolet cassette with integrated controls and safety
- Easy access to UV cassettes for maintenance.
- Unit complete with U.V filter.
- Unit should have S.S. pre-piping for Fire suppression System.

3. TILTING BRAISING PAN

- Gas/Electric operated Unit.
- Should have Automatic tilting mechanism
- Should have Automatic Ignition
- AISI 304 stainless steel construction.
- Capacity 150-200 Ltrs.
- Unit to be GN compliant pan size
- Size (WxDxH) 1600x900x700mm
- IPX6 water resistant.
- Multifunctional cooking appliance used for roasting, pot-roasting, braising, simmering, boiling, cooking and steaming.
- No overshooting of cooking temperatures, fast reaction.
- USB connection for update the software, upload recipes and download HACCP data
- Temperature sensors to provide efficient temperature control
- Easy to clean cooking surface
- Optimum heat distribution
- Safety valve on the lid avoids overpressure in the food compartment.
- High-quality thermal insulation of the pan to save energy

4. EXHAUST HOOD FOR TILTING BRAISING PAN

- External and internal parts to be manufactured in SS 304
- Fully welded joints
- Should have removable, dishwasher washable SS grease filters.
- Grease drain channel with grease tray.
- Appropriate of numbers of Flashed incandescent, with heat toughened glass, LED light with IP 55 rating, diffusing glass, to provide 500 lux of light through-out the hood
- Should have IP65 Electrical fittings.
- Wiring should be in heat resistant conduits
- To be provided with adjustment Dampers
- To be suspended on ceiling with hanger rods.
- Capture Ray Ultraviolet cassette with integrated controls and safety

- Easy access to UV cassettes for maintenance.
- Unit complete with U.V filter.
- Unit should have S.S. pre-piping for Fire suppression System.

5. TILTING PRESSURISED BRAISING PAN

- Gas/Electric operated Unit
- Should have Automatic tilting mechanism
- Should have Automatic Ignition
- AISI 304 stainless steel construction.
- Capacity 170 Ltrs.
- Unit to be GN compliant pan size
- Size (WxDxH) 1600x900x700mm
- IPX6 water resistant.
- Multifunctional cooking appliance used for roasting, pot-roasting, braising, simmering, boiling, pressure cooking and steaming.
- No overshooting of cooking temperatures, fast reaction.
- USB connection for update the software, upload recipes and download HACCP data
- Temperature sensors to provide efficient temperature control
- Easy to clean cooking surface
- Cooking with a working pressure of 0.45 bar reduces cooking times.
- Optimum heat distribution
- Safety valve on the lid avoids overpressure in the food compartment.
- High-quality thermal insulation of the pan to save energy

6. EXHAUST HOOD FOR TILTING PRESSURISED BRAISING PAN

- External and internal parts to be manufactured in SS 304
- Fully welded joints
- Should have removable, dishwasher washable SS grease filters.
- Grease drain channel with grease tray.
- Appropriate of numbers of Flashed incandescent, with heat toughened glass, LED light with IP 55 rating, diffusing glass, to provide 500 lux of light through-out the hood
- Should have IP65 Electrical fittings.
- Wiring should be in heat resistant conduits
- To be provided with adjustment Dampers
- To be suspended on ceiling with hanger rods.
- Capture Ray Ultraviolet cassette with integrated controls and safety
- Easy access to UV cassettes for maintenance.
- Unit complete with U.V filter.
- Unit should have S.S. pre-piping for Fire suppression System.

7. TILTING BOILING PAN

- Gas/Electric operated Unit
- Should have Automatic tilting mechanism
- Should have Automatic Ignition
- AISI 304 stainless steel construction.
- Capacity 300 Ltrs.
- Size (WxDxH) 1500x1000x700mm
- Kettle should be suitable to boil, steam, poach, braise or simmer all kinds of produce
- Max pressure of inner jacket at 1,5 bar; minimum working pressure at 0.1 bar.
- Should allow temperature control between 50 and 110°C.
- Motorized, variable pan tilting with "SOFT STOP".
- Tilting and pouring speeds can be precisely adjusted.
- Pan should be tilted over 90° to facilitate pouring and cleaning operations.
- Built in temperature sensor

- USB connection to easily update the software, upload recipes and download HACCP data.
- IPX6 water resistant.

8. EXHAUST HOOD FOR TILTING BOILING PAN

- External and internal parts to be manufactured in SS 304
- Fully welded joints
- Should have removable, dishwasher washable SS grease filters.
- Grease drain channel with grease tray.
- Appropriate of numbers of Flashed incandescent, with heat toughened glass, LED light with IP 55 rating, diffusing glass, to provide 500 lux of light through-out the hood
- Should have IP65 Electrical fittings.
- Wiring should be in heat resistant conduits
- To be provided with adjustment Dampers
- To be suspended on ceiling with hanger rods.
- Capture Ray Ultraviolet cassette with integrated controls and safety
- Easy access to UV cassettes for maintenance.
- Unit complete with U.V filter.
- Unit should have S.S. pre-piping for Fire suppression System.

9. AUTOMATIC CHAPATI MAKER

- Machine body: Stainless Steel (food grade)
- Capacity: 1500 – 2000 Chapati per hour
- Size : 140”x40”x40” (maximum size)
- Heating: Electricity/ LPG.
- Chapatti size: 4” to 6” diameter
- Chapatti thickness: 1.5 mm to 3 mm
- Adjustable 4 feet SS. trolley: 4” wheel brakes for mounting the machine

10. EXHAUST HOOD FOR CHAPATI MAKER

- External and internal parts to be manufactured in SS 304
- Fully welded joints
- Should have removable, dishwasher washable SS grease filters.
- Grease drain channel with grease tray.
- Appropriate of numbers of Flashed incandescent, with heat toughened glass, LED light with IP 55 rating, diffusing glass, to provide 500 lux of light through-out the hood
- Should have IP65 Electrical fittings.
- Wiring should be in heat resistant conduits
- To be provided with adjustment Dampers
- To be suspended on ceiling with hanger rods.
- Capture Ray Ultraviolet cassette with integrated controls and safety
- Easy access to UV cassettes for maintenance.
- Unit complete with U.V filter.
- Unit should have S.S. pre-piping for Fire suppression System.

11. CHAPATI COLLECTION TROLLEY

- Structure made of completely constructed of SS sheet. Top 16 swg.
- Heavy duty 4 caster wheels
- Approx size 450 X 675 X 750

12. CHAPATI PLATE CUM PUFFER

- **As required**

13. SPREADER TABLE

- Unit of size 800 mm Wide x 900 mm Deep x 850 mm High
- To be provided with a drawer.
- To be constructed in stainless steel 304.
- Worktop in 20/10mm thickness.
- Right angled side edges to eliminate gaps and possible dirt traps between units.

14. FOUR BURNER RANGE WITH CONVECTION OVEN UNDERNEATH

- Unit of size 800 mm Wide x 900 mm Deep x 850 mm High
- To be provided with a convection oven underneath
- Oven chamber with 2 levels of runners to accommodate 2/1 GN shelves
- To be constructed in stainless steel.
- To be installed on stainless steel feet with height adjustment up to 50 mm.
- High efficiency flower flame burners with continuous power regulation and optimized combustion.
- Right angled side edges eliminate gaps and possible dirt traps between units.
- Flame failure device as standard on burners to protect against accidental extinguishing. (2 steam pans).
- Ribbed, enameled steel oven base plate.
- Exterior panels of unit in stainless steel.
- Pan supports in heavy duty cast iron.
- Extra strength work top in heavy duty 2 mm stainless steel.
- Right-angled side edges to allow flush-fitting junction between units.

15. SINGLE BURNER STOCK POT STOVE (SINGLE/DOUBLE)

- **As required**

16. HIGH POWER GRILL

- Unit of size 1200 mm Wide x 900 mm Deep x 850 mm High
- Gas/Electric operated
- To be constructed in stainless steel.
- Extra strength work top in heavy duty 2 mm stainless steel.
- High efficiency 31.5 kW stainless steel burners with self-stabilizing flame.
- Cooking surface grids in cast iron, easily removable for cleaning.
- Stainless steel AISI 441 deflective shields below radiant avoid burner clogging.
- To be provided with drip tray for the collection of grease and fat.

17. HEALTH SINK WITH SANITIZER

- **As required**

18. WORK TABLE WITH SPLASH

- **As required**

19. SINGLE SINK UNIT

- **As required**

20. GRANITE TOP TABLE

- **As required**

E. PREPARATION AREA FOR THERAPEUTIC DIET

1. Items as per requirement.**F. BAKERY PREPARATION AREA**

1. PLANETARY MIXER- As required
2. BAKERY OVEN WITH PROOFER- As required
3. BREAD SLICER- As required
4. DOUGH SHEETER- As required

G. DISH WASHING AREA**1. PRE-WASH TABLE WITH PRE-WASH SPRAY UNIT**

- Unit to be attached to hood type dishwashers.
- Unit of size 1200 mm x 750 mm Deep x 1200 mm
- Undershelf to be provided.
- Constructed in 304 AISI stainless steel.
- Backsplash mm300h.
- N. 2 square 40x40mm tubular legs on height-adjustable feet.
- Bowl size mm500x400x300h with overflow pipe
- Drain hole and plastic syphon.
- Basket direction: from left to right.
- To be supplied with splash mounted pre-wash spray unit. Finger hook

2. DISH WASHER – HOOD TYPE WITH VAPOUR HOOD

- Heavy duty Stainless steel construction.
- Capacity - 80 racks / Hr.
- Machine can be connected to cold water
- Built-in atmospheric boiler
- 84°C rinse temperature
- Internal cavity as well as exterior panels are in 304 series Stainless steel.
- The unit is equipped with flexible fill hoses
- Pressed tank in front position to facilitate cleaning.
- Built in rinse booster pump
- IP25 protection
- Convertible from straight to corner operation
- delivered on height-adjustable feet
- Single skin hood supported by 3 springs to ensure smooth movement and guarantee operator safety.
- Specially designed Stainless steel wash/rinse arms and nozzles provide superior cleaning action.
- Revolving interchangeable Stainless steel wash/rinse arms above and below the rack, screw out for simple clean up.
- Pre-arranged for on-site HACCP implementation
- Uses 2 liters of clean water per final rinse cycle
- Suitable for baskets – 500 x 500 mm
- Unit to be supplied with vapour hood. Entirely constructed in 304 AISI stainless steel
 - Unit of size 1200 mm x 1200 mm Deep x 400 mm
 - Low noise level.
 - 304 AISI stainless steel labyrinth filters easily removable for cleaning
 - 304 AISI stainless steel blind panels for a correct exhaustion.
 - Internal baffle to facilitate steam condensation and collection
 - Eyebolts and screw anchors for ceiling installation.

- Labyrinth filters guarantee constant filtration to avoid clogging and to protect against fire.
- Outlet holes to be sized in order to minimize drops in pressure.

3. LOADING/UNLOADING TABLE FOR HOOD TYPE DISH WASHER

- To be attached to hood type dishwashers.
- Unit of size 1200 mm x 600 mm Deep x 910 mm
- Entirely constructed in 304 AISI stainless steel
- Basket direction: from right to left and from left to right.
- Square 40x40mm tubular legs on height-adjustable feet.

4. DISH WASHER - CONVEYOR TYPE

- Capacity – 200 Racks/Hr.
- Direction of operation – Left to Right
- With DRYER & OFF LOADER.
- Unit to feature built in Energy Saving Device (ESD).
- With Dual Rinse.
- With auto timer to stop operation when no racks
- Unit to have two conveyor speeds
- Suitable for rack size to be 500 mm X 500 mm.
- Unit should be with Integral rinse pump.
- Unit to feature as standard end of day self-cleaning cycle.
- Unit to feature atmospheric built-in boiler system with built-in rinse booster pump
- With Insulation.
- With Push button drain down.
- With Single point vent connection.
- With standard Accessories

5. SOILED DISH DROP-OFF TABLE WITH RACK SHELF & CHUTE

- Unit of size 1700 mm x 800 mm Deep x 1550 mm
- Constructed in 304 AISI stainless steel.
- 1-tier over shelf for baskets.
- Single waste scraping hole with rubber ring.
- Attachment to infill tops or slide conveyors on the right side.
- Basket direction: from left to right.
- To be attached to hood type dishwashers.

6. CLEAN DISH LANDING TABLE

- Entirely constructed in 304 AISI stainless steel
- Conveyors supplied as knock-down.
- Manual rack movement with short rollers
- Drain can be turned 360°.
- Designed to transport 500x500 mm dishwashing baskets.
- AISI 304 1.2mm stainless steel basin
- Self-bearing undershelf
- Plastic rollers easy to remove
- Sloping bottom of the basin grants a smooth and rapid drainage

7. MOBILE CLEAN DISH RACKS

- AISI 304 stainless steel 4-tier shelving

- Entirely constructed in 304 AISI stainless steel
- Unit of size 1500 mm x 600 mm Deep x 1800 mm

8. WALL MOUNTED HOSE REEL WITH SPRAY GUN

- Should include models for wall mounting and equipped with spray gun.
- Rubber hose with spray gun certified for use with cold and water tamp water.
- Removable spray gun with plastic handle and adjustable beam.
- 15m hose length.
- To be used with water temperature max 90°C
- Hose reel to be provided with a closed stainless steel drum.
- Shell shall be entirely made in AISI 304 stainless steel.
- The hose winder is spring-loader and fitted with a locking mechanism.
- Hose reel provided with a stainless steel swiveling wall bracket.
- Operating pressure min 1 bar / max 9 bar.
- Water flow: 3 bar=13.5 l/min

9. ELBOW/KNEE/FOOT ACTIVATED HAND WASH SINK UNIT

- Made from 304 AISI stainless steel.
- Integral radiused rear upstand.
- Elbow/Knee/Foot-operated.
- Bowl mm340x365x155h with mixer spout and drain hole.
- Model shall complies with international hygiene and clean ability standards.
- Steel knee pedal to be make handwashing basin extremely easy to use.
- Should be Easy to clean
- Washbasin should be equipped with a wall panel plus paper and soap dispensers as optional extras
- Mixer spout, ½" in diameter and drain hole supplied as standard.
- Should be constructed entirely in 18/10 stainless steel.
- Sound deadened pressed bowl with rounded corners and all-round lip to prevent overspill.
- Rear upstand to be 30 mm in height and 1.5 mm thick.
- Syphon to be included.

H. STORAGE AREA

1. SS STORAGE RACK

- **As required**

2. COLD ROOM – WALK IN REFRIGERATOR

- Operating temperature : -2 °C +2 °C
- Panel insulation in cyclopentane (60mm thickness)
- Unit of size 3000 mm x 2600 mm Deep x 2200 mm High
- Internal floor in non-slip, plastic coated, galvanized steel sheet.
- Rounded internal and external corners.
- Built-in refrigeration unit for operation in ambient temperatures up to +43°C.
- Refrigerant R404a.
- Defrosting through heated gas with automatic re-evaporation of defrosting water.
- Self-closing right-hinged door with magnetic door-gaskets; handle with lock and interior safety release.
- To be included with 4-level shelving set.

3. FREEZER ROOM – WALK IN FREEZER

- Operating temperature : -18 °C -20 °C
- Panel insulation in cyclopentane (100mm thickness)
- Unit of size 3000 mm x 2600 mm Deep x 2200 mm High
- Internal floor in non-slip, plastic coated, galvanized steel sheet.
- Rounded internal and external corners.
- Built-in refrigeration unit for operation in ambient temperatures up to +43°C.
- Refrigerant R404a.
- Defrosting through heated gas with automatic re-evaporation of defrosting water.
- Self-closing right-hinged door with magnetic door-gaskets; handle with lock and interior safety release.
- To be included with 4-level shelving set.

4. UPRIGHT FREEZER

- Unit of size 750 mm Wide x 800 mm Deep x 2000 mm High
- Capacity – 600 Ltrs.
- Operating temperature min.: -22 °C Operating temperature max.: -15 °C
- AISI 304 SS exterior and interior
- Built-in refrigeration unit
- Air conveyors allow installation up to 2100 mm from ceiling.
- Full AISI 304 SS back.
- Heavy duty castors with breaks.
- Two Half size door.
- R404a gas in refrigeration circuit.
- Ambient temperature of operation – 43 deg C.
- Door activated lights.
- 60 mm high density insulation.
- Mounted on 85 mm feet, adjustable in height up to 125 mm.

5. UPRIGHT REFRIGERATOR

- Unit of size 750 mm Wide x 800 mm Deep x 2000 mm High
- Capacity – 600 Ltrs.
- Operating temperature min.: -2 °C Operating temperature max.: 10 °C
- AISI 304 SS exterior and interior
- Built-in refrigeration unit
- Air conveyors allow installation up to 2100 mm from ceiling.
- Full AISI 304 SS back.
- Heavy duty castors with breaks.
- Internal tem -2 to + 8 Deg Celsius.
- Two Half size door.
- R404a gas in refrigeration circuit
- Ambient temperature of operation – 43 deg C.
- Door activated lights.
- 60 mm high density insulation.
- Mounted on 85 mm feet, adjustable in height up to 125 mm.

I. PRE DISTRIBUTION AREA**1. SS TABLE**

- **As required**

2. SS RACK

- **As required**

3. SS DRAWERS

- **As required**

J. DISTRIBUTION AREA**1. SERVICE TROLLEY**

- Made from 304 AISI stainless steel.
- 2 Fixed castors and 2 swiveling castors with brakes, mm125 in diameter.
- Shelves size mm1200x600.
- Load capacity: 150 kg

2. BAIN MARIE TROLLEY WITH HEATED CUPBOARD

- Temperature of wells regulated from 30° to 90°C and 1/2" drainage with opening valve.
- Wells to accept GN containers 200mm depth.
- IPX5 water resistant.
- Maximum temperature of external panels less than 50°C. Control panel
- Structure in (40x40mm) squared tube, panels, top, wells and integrated lower shelf in 304 AISI stainless steel.
- Top with 2 hinged lids.
- 4 swiveling antitrack wheels 125mm diam., two with brakes.
- 4 integrated bumpers.
- Ergonomic handle on the top of the trolley.

3. REFRIGERATED TROLLEY

- Wells to accept GN containers 200mm depth.
- IPX5 water resistant.
- R404a gas in refrigeration circuit. R134a gas in foam.
- Digital temperature display and setting +2/+10°C.
- Structure in (40x40mm) squared tube, panels, top, wells and integrated lower shelf in 304 AISI stainless steel.
- 4 swiveling antitrack wheels 125mm diam., two with brakes.
- 4 integrated bumpers.
- Ergonomic handle on the top of the trolley.

4. WALL MOUNTED HOSE REEL WITH SPRAY GUN

- Should include models for wall mounting and equipped with spray gun.
- Rubber hose with spray gun certified for use with cold and water tamp water.
- Removable spray gun with plastic handle and adjustable beam.
- 15m hose length.
- To be used with water temperature max 90°C
- Hose reel to be provided with a closed stainless steel drum.
- Shell shall be entirely made in AISI 304 stainless steel.
- The hose winder is spring-loader and fitted with a locking mechanism.
- Hose reel provided with a stainless steel swiveling wall bracket.
- Operating pressure min 1 bar / max 9 bar.

- Water flow: 3 bar=13.5 l/min

5. ELBOW/KNEE/FOOT ACTIVATED HAND WASH SINK UNIT

- Made from 304 AISI stainless steel.
- Integral radiused rear upstand.
- Elbow/Knee/Foot-operated.
- Bowl mm340x365x155h with mixer spout and drain hole.
- Model shall complies with international hygiene and clean ability standards.
- Steel knee pedal to be make handwashing basin extremely easy to use.
- Should be Easy to clean
- Washbasin should be equipped with a wall panel plus paper and soap dispensers as optional extras
- Mixer spout, ½" in diameter and drain hole supplied as standard.
- Should be constructed entirely in 18/10 stainless steel.
- Sound deadened pressed bowl with rounded corners and all-round lip to prevent overspill.
- Rear upstand to be 30 mm in height and 1.5 mm thick.
- Syphon to be included.

ANNEXURE - 01**Dietary Services BOQ (CAPEX Items)**

Sl. No	Area	Description	Minimum Quantity to be offered	Make & Model	Capacity (if applicable)	Actual Quantity offered	Remarks
1	Receiving Area	Weighing Scales for Bulk receiving	1				
2		Table Top Weighing Scale	2				
3		Mobile Bussing Cart	As required				
4		Elbow /Knee / Foot Activated Hand Wash Sink Unit	1				
5		Knife Sanitizer with UV Lamps	2				
6		Wall mounted Hose Reel with Spray Gun	1				
7	Washing area	Double Sink Unit	1				
8		Wall Shelf	1				
9		Wall mounted Hose Reel with Spray Gun	1				
10		Elbow /Knee / Foot Activated Hand Wash Sink Unit	1				
11		Tilting Basket Vegetable washer	1				
12		Mobile tank with False Bottom	1				
13	Preparation Area	Elbow / Knee/ Foot Activated Hand Wash Sink Unit	1				
14		Double Sink Unit	1				
15		Motorized Vegetable Peeler	1				
16		Wall mounted Hose Reel with Spray Gun	1				
17		Wall Shelf	As required				
18		Work Table	As required				
19		Storage Bin for Potato/Onion	1				
20		Dough Kneader	1				
21		Cutter/Slicer	1				
22		Portable Hand Mixer	1				
23		Tilting Wet Grinder	As required				
24		Coconut Scraper	As required				
25		Pulverizer	As required				
26		Vacuum Packaging Machine	1				

Sl. No	Area	Description	Minimum Quantity to be offered	Make & Model	Capacity (if applicable)	Actual Quantity offered	Remarks
27	Hot Preparation	Combi Oven	1				
28		Exhaust Hood for Combi Oven	1				
29		Tilting Braising Pan	1				
30		Exhaust Hood for Tilting Braising Pan	1				
31		Tilting Pressurised Braising Pan	1				
32		Exhaust Hood for Tilting Pressurised Braising Pan	1				
33		Tilting Boiling Pan	1				
34		Exhaust Hood for Tilting Boiling Pan	1				
35		Automatic Chapati Maker	1				
36		Exhaust Hood for Chapati Maker	1				
37		Chapati Collection Trolley	As required				
38		Chapati Plate cum Puffer	As required				
39		Spreader Table	As required				
40		Four Burner Range with Convection Oven underneath	1				
41		Single Burner stock pot stove (Single/Double)	As required				
42		High Power Grill	1				
43		Health Sink With Sanitizer	1				
44		Work Table With Splash	1				
45	Single Sink Unit	1					
46	Granite Top Table	1					
47	Preparation area for Therapeutic Diet	As per requirement					
48	Bakery Preparation Area	Planetary Mixer	As required				
49		Bakery Oven with Proofer	As required				
50		Bread Slicer	As required				
51		Dough Sheeter	As required				
52	Dish Washing Area	Pre-wash Table with Pre-wash Spray Unit	1				
53		Dish Washer - Hood Type with Vapour Hood	1				
54		Loading / Unloading Table for Hood Type Dish washer	1				

Sl. No	Area	Description	Minimum Quantity to be offered	Make & Model	Capacity (if applicable)	Actual Quantity offered	Remarks
55		Dish Washer - Conveyor Type	1				
56		Soiled Dish Drop Off Table with Rach Shelf & Chute	1				
57		Clean Dish Landing table	As required				
58		Mobile Clean Dish Racks	As required				
59		Wall mounted Hose Reel with Spray Gun	1				
60		Elbow /Knee / Foot Activated Hand Wash Sink Unit	1				
61	Storage Area	SS Storage Rack	As required				
62		Cold Room - Walk In Refrigerator	1				
63		Freezer Room - Walk In Freezer	1				
64		Upright freezer	1				
65		Upright Refrigerator	1				
66	Pre Distribution area	SS Table	As required				
67		SS Racks	As required				
68		SS Drawers	As required				
69	Distribution area	Service Trolley	As required				
70		Bain Marie Trolley with Heated Cupboard	As required				
71		Refrigerated Trolley	As required				
72		Wall mounted Hose Reel with Spray Gun	1				
73		Elbow /Knee / Foot Activated Hand Wash Sink Unit	1				
74	Miscellaneous	Stainless Steel Serving Plates with Compartments	General Ward Patient				
75		Mobile Hot Food Carts	As required				
76		Water Cooler	As required				
77		Drain Trough Gratings	As required				
78		Insect Light Traps for Pest Control	As required				
79		Air Curtains	As required				
80		Garbage Bins	As required				
81		Ice Cube Machine	As required				
82		Blenders	As required				
83		Rice Cooker	As required				

Sl. No	Area	Description	Minimum Quantity to be offered	Make & Model	Capacity (if applicable)	Actual Quantity offered	Remarks
84		Masala Trolley	As required				
85		Work Table With Sink	As required				
86		Wall Mounted Shelf	As required				
87		Work Table With Undershelf	As required				
88		Platform Trolley	As required				
89		RO System	As required				
90		Spoons stainless steel (304)	As required				
91		Cling foil Paper Napkins	As required				
92		Chapatti Wrap	As required				
93		Forks Stainless Steel	As required				
94		Butter Knife Stainless steel (304)	As required				
95		Hotel Bone China	Private Ward Patient				
96		Glass Bottles for Liquid feed	As required				
97		Insulated flask for Tea/ Coffee / Milk	Private Ward Patient				
98		Food Thermometer	As required				
99		Macerators	As required				
100	Other Requirement	All other required accessories for the running & operation of Kitchen should be supplied by the bidder and should be of standard makes.	As required				
101	Turnkey	Turnkey as per Annexure - 6.	As required				
102		Construction of Gas Banks for cooking (if required) & obtaining its license as per statutory requirements as applicable and continuous supply of fuel for cooking	As required				
TOTAL CAPEX COST:							

Note: Bidder should offer their prices in the price bid for above BOQ by incorporating the actual offered quantity in the price bid at specific field

Annexure – 2**Food items for calculating unit rate of General Diet per patient per Day**

Sl. No.	Food Items	Load of General Diet per Day (550 General Patients + 50 Therapeutic Patients)	Quantity of items per patient per day
1	Toned milk	600	500 ml
2	Curd	600	200 gm
3	Milk for Tea	600	50 ml
4	Tea leaves / Coffee	600	10 gm
5	Egg	600	2 no
6	Cheese Slice	600	20 gm
7	Paneer	600	50 gm
8	Chicken/ Fish (non- veg)	600	150 gm
9	Atta	600	200 gm
10	Whole Wheat Bread/ Milk Bread (2 Slice)	600	50 gm
11	Poha/ Upma	600	50 gm
12	Daliya	600	25 gm
13	Rice	600	100 gm
14	Pulses / Legumes	600	60 gm
15	Vegetables	600	500 gm
16	Fruit	600	200 gm
17	Refined Oil	600	40 ml
18	Sugar	600	30 gm
19	Salt	600	5 gm
20	Dessert	600	150 gm
21	Mixed / Assorted spices	600	10 gm
22	Fruit juice	600	200 ml
23	Coconut Water	600	200 ml

Note: Considering above quantity of items per patient, unit cost of General diet per patient per day to be offered in the price bid under Annexure 4.

Annexure – 3**Food items for calculating unit rate of Private Diet per patient per Day**

Sl. No.	Food Items	Load of Private Diet per Day	Quantity of items per patient per day
1	Toned milk	100	500 ml
2	Curd	100	200 gm
3	Paneer (veg)	100	100 gm
4	Chicken/ Fish (non- veg)	100	150 gm
5	Tea bags/ Coffee (4 sachets)	100	4 nos.
6	Egg	100	2 nos.
7	Cheese Slice (one)	100	20 gm
8	Dessert	100	150 gm
9	Daliya/ Cornflakes / Oats	100	25 gm
10	Atta	100	200 gm
11	Whole Wheat Bread/ Milk Bread	100	50 gm
12	Poha/ Upma/ Macaroni/ Pasta	100	50 gm
13	Rice	100	60 gm
14	Biscuit (Sweet/ Salty/ Without sugar)	100	50 gm
15	Pulses / Legumes	100	60 gm
16	Vegetable including salad	100	500 gm
17	Fruit	100	200 gm
18	Refined Oil	100	30 ml
19	Sugar sachet	100	25 gm
20	Salt sachet	100	3 gm
21	Butter (one chiplet) salted & unsalted	100	10 gm
22	Jam (one chiplet)	100	15 gm
23	Black pepper Sachet	100	50 gm
24	Milk Powder (sachet)	100	30 gm
25	Dessert	100	100 gm
26	Coconut water (Packed)	100	200 ml
27	Fruit juice	100	200 ml
28	Mixed / Assorted spices	100	10 gm

Note: Considering above quantity of items per patient, unit cost of private diet per patient per day to be offered in the price bid under Annexure 4

Annexure -4**(OPEX Cost Calculation)**

	a	b	c	d	e
Year of Operation	Unit rate of General Diet per patient per day (Annexure 2) (For the purpose of actual payment)	Annual OPEX cost of General Diet = a x 600 (Load of General diet per day) x 365 days	Unit rate of Private Diet per patient per day (Annexure -3) (For the purpose of actual payment)	Annual OPEX cost of Private Diet = c x 100 (Load for Private diet per day) X 365 days	Annual OPEX Cost for General and Private Diet = b + d
1st Year					
2nd Year					
3rd Year					
4th Year					
5th Year					
6th Year					
7th Year					
8th Year					
9th Year					
10th Year					
Total OPEX Cost for 10 years for the purpose of Bid Ranking:					<i>Sum Total of Annual OPEX Cost from 1st to 10th year of operation</i>

Annexure – 5**Suggestive Brand of Items (FSSAI Approved)**

Sl. No.	Items	Approved Brands
1	Salt	Tata, Annapurna, Nature fresh
2	Spices	M.D.H. Masala, Badshah, Everest
3	Ketchup	Maggi, Kissan, Heinz
4	Oil	Sundrop, Saffola, Fortune any other FSSAI approved reputed brand
5	Atta	Ashirvad, Pillsbury, Annapurna
6	Rice	Daawat, India Gate, Lal Quila, Golden Harvest
7	Butter	Amul, Mother Dairy
8	Bread	Modern, Harvest Gold, Britannia
9	Jam	Kisan, Mapro, Maggi
10	Milk, Panner, Curd	Amul, Mother Dairy
11	Tea	Brooke Bond, Lipton, Tata, Taaza
12	Coffee	Nescafe, Bru
13	Ice Cream	Amul, Mother Dairy, Kwality, Natural's
14	Cheese	Amul, Mother Dairy, Britannia

Note: Authorized in-charge of NCI-AIIMS will have the authority to approve alternate brands other than the specified brands above.

Annexure – 6

Turnkey works for Main Kitchen

- i) The scope of turnkey would be the main kitchen of approx. 10,000 sqft located in Ground Floor of Service Block
- 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
- 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/HITES 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.
- 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.

1. 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

2. 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.

3. Air-conditioning:

- a) Bidder has to do Air conditioning requirement as per zoning concept and standards. NCI-AIIMS will provide chilled water supply at one point outside the KITCHEN.
- 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.

4. 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.
 - i. Make of smoke detectors as approved will be Apollo/ Edward/ Siemens/ Honeywell.
 - ii. Make of RI, Hooters, MCP, Fire control panel will be of Agni/ Safex/ Minimax.
- b) Fire fighting system will 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).

5. 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

6. Ventilation and lighting

- a) Provision of 2ftx2ft 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

7. Security and safety

- a) NCI-AIIMS 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 NCI-AIIMS, only). Under no circumstances, the premises are 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 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, Featherlite, Wipro.

Annexure – 7

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 NCI –AIIMS 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.
3. 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 upto 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:

1. Raw meat and processed meat should be separated from other foods; items and surfaces.
2. Separate items (e.g. cutting boards, dishes, knives) and preparation area for raw meats and poultry and marine products should be used to avoid cross contamination of food.
3. Hands should be thoroughly washed before switching from preparing raw meat to any other activity.
4. Ensure proper cooking of all non-vegetarian products.
5. Used surfaces should be washed with antibacterial cleaning agent, rinsed properly with water and sanitized after preparing raw meat.
6. Ensure that frozen products are thawed as per FSSAI (as per latest guidelines).

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 labeling 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 aluminum 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 fish, poultry, 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	: 6:30 – 7:30 AM
Breakfast	: 8:00 – 9:00 AM
Lunch	: 12:00 Noon – 1:00 PM
Evening	: 4:00 – 5:00 PM
Dinner	: 7:00 – 8:30 PM

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 NCI –AIIMS.

Collection of utensils used for serving food from Patient care areas

1. Food plates and others items like tea Kettle etc shall be collected from wards and other areas after two 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 mould/ 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.

CLEANLINESS

Personal hygiene

1. The workers in main Kitchen should have dress code and the same must be approved by NCI-AIIMS. 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 Contractor 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 checkups, if clinically or epidemiologically indicated.
4. Food handlers / employees working in the kitchen should be medically examined once in a year 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 NCI -AIIMS authority. WHO Hand Hygiene poster should be displayed in all the areas of the Kitchen.

Cleanliness of the Kitchen:

1. Equipment used in Kitchen should be cleaned and sterilized 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 enameled containers will not be used. Stainless steel /aluminum / 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 Ice and steam

1. Ice and Steam 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) .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 harboring 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 labeling 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:

1. All staff members should know:
2. How to use the portable fire extinguishers.
3. The limitations of the portable fire extinguishers.
4. The presence of the built-in fire suppression system - and what activates it.
5. How to safely evacuate the building.
6. All cooks should know:
7. How to put out very small flame-ups with salt or baking soda.
8. That water on a grease fire will just make it worse.
9. 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
2. 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.
3. As soon as the last order is sent out, all heating equipment should be shut off and wiped down when cool enough.
4. 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) 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) NCI-AIIMS, 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 for cafeteria as per Annexure-A at the Cafeteria premises (both Ground Floor & First Floor) of the hospital block

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 to the policy spot checks will be undertaken by the institute

ANNEXURE - A

FIXED PRICE LIST-1					
(Rates of the following items are fixed in Staff & Visitor cafeteria)					
Sl. no	Menu	Availability of the items	Weight in grams	Expected Average Sale Per Day in Staff & Visitor Cafeteria for subsidized item (in nos.)	Fixed rates for Cafeteria items including GST (in INR)
1	Samosa	8 AM -8 PM	50 gms (1 Samosa)	1250	5
2	Bread Pakora with potato stuffing	8 AM -8 PM	65 gms (1 Bread Pakora)	190	7
3	Veg Poha	8 AM -8 PM	150gms	90	20
4	Idly Sambar	8 AM -8 PM	2 Idly & 150 gms Sambar	140	12
5	Vada Sambar	8 AM -8 PM	2 Vada & 150 gms Sambar	140	12
6	Tea	24*7	Premix	250	6
7	Coffee	24*7	80ml	150	12
8	Thali Vegetarian	Lunch (1PM - 3PM) and Dinner (7 PM - 11PM)	Rice (150gms), Dal (150gms), Veg (100Gms) , Gravy Veg (100gms), Salad (40gms), Chapati (35gms) 2 Nos	450	40
9	Special Thali Vegetarian	Lunch (1PM - 3PM) and Dinner (7 PM - 11PM)	Rice (150gms), Dal (150gms), Veg (100Gms), (Veg with Paneer) (100gms), Salad (40gms), Tandoori (40gms) + Cup Curd/ Yogurt (85gms)	100	60
10	Maggi	24*7	85gm small pkt	200	15
11	Bread Omelette	24*7		200	25
12	Plain Dosa	8AM -8 PM	Dosa-70gm Sambhar-150gm	200	25
13	Masala Dosa	8AM -8 PM	Dosa-70gm Sambhar-150gm,Masala - 100gms	200	30
14	Roti	Lunch (1PM - 3PM) and Dinner (7 PM - 11PM)	35 gm	200	4
15	Gulab Jamun	24*7	70gm	200	10
16	Aloo Parantha	24*7	50gm	200	20
17	Rajma Chawal	24*7	150gm+150gm gravy	200	30

Note: The prices of items for staff & visitors will be revised periodically by NCI-AIIMS

FIXED PRICE LIST-2

The following items will be sold on MRP or below rates. The brand of these items may be finalized with mutual consent between Contractor/Service Provider and NCI-AIIMS.

Sl. No.	Items	Selling Price
1	Water	MRP
2	Juice/Soft Drink	MRP
3	Curd	MRP
4	Flavoured Milk	MRP
5	Butter Milk/Lassi	MRP
6	Packed Biscuit	MRP
7	Namkeen/Chips	MRP

Note: Aforementioned fixed rates items should be available in cafeteria at all times.

B. GENERAL POINTS:**1. Warranty:**

- a) The bidders must quote for Five years Comprehensive Warranty as per Conditions of Contract of the bidding document for complete equipment (Including all spares, labour and third party items) and Turnkey Work (if required) from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the User Department.
- b) The warranty charges shall not be quoted separately.
- c) All software updates should be provided free of cost during Comprehensive Warranty period.
- d) During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

2. After Sales Service:

After sales service centre should be available at the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Bidder/Indian Agent.

3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the User Department.

4. Comprehensive Annual Maintenance Contract (CAMC) of subject equipment:

- a) The cost of Comprehensive Annual Maintenance Contract (CAMC) which shall include preventive maintenance including testing & calibration as per technical/service/operational manual of the manufacturer, labour and all spares, after satisfactory completion of Warranty period may be quoted for next five years on yearly basis for complete equipment including third party items as per Price Schedule.
- b) The cost of CAMC may be quoted along with GST applicable on the date of Bid Opening.
- c) Cost of CAMC will be added for Ranking/Evaluation purpose on NPB basis.
- d) Before commencement of CAMC period, the suppliers shall furnish a Performance Bank Guarantee for 2.5% of the cost of the equipment (as per Performa given in bidding document) valid till 3 months extra after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of equipment cost is more than Rs.10 lakh.
- e) All software updates should be provided free of cost during CAMC. In case of failure by the supplier, the Bank Guarantee of CAMC will be forfeited.
- f) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.

g) During the CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

5. Uptime & Downtime Penalty Clause:

- a) The firm should provide uptime guarantee of 95% during warranty period and CAMC period.
- b) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

6. Turnkey Work:

Turnkey Work is to be indicated in the Technical Specification wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with User Department. The Bidders are required to quote separately for the equipment and Turnkey Work as per Price Schedule. The Turnkey Work costs may be quoted in Indian Rupee and the same will be added for Ranking Purpose.

The Turnkey Work should completely comply with AERB requirement, wherever required.

SECTION - VIII
QUALIFICATION CRITERIA

Minimum Work of Similar Nature: Eligible bidder(s) should be

- a. In the business of running an in-house or centralized kitchen with the said kitchen catering to hospitals/ railways/ hotels/ aviation/ institutes, etc. for the last three years and at least one of these kitchens should be FSSAI certified at least for one year.
- b. The bidder must have an average annual turnover for past three years (ending 31st March 2018) of at least Rs. 3 Cr. in the businesses as described at point 'a' above.
- c. An average annual billing during the past three years (ending 31st March 2018) of at least Rs.1 Cr. from any one of the clients in businesses as described at point 'a' above.

Note:

Bidder(s) should submit the following documents:

- FSSAI certificate of the in-house/ centralized kitchen being run by the bidder (along with copies of work order if the FSSAI certificate is not in the bidder's name).
- Copy of order along with performance certificate in support of in-house/ centralized kitchen operations duly certified by the issuing hospitals/ railways/ hotels/ aviation/ institutes, etc.
- Proof of Annual Billing and Annual turnover should be CA certified.

SECTION – IX

BID FORM

To
CEO
HLL Infra Tech Services Limited
B-14A, Sector-62
Noida – 201 307

Ref. Your TE No. _____ due for opening on _____

We, the undersigned have examined the above mentioned bidding document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the bidding documents, in accordance with the delivery schedule specified in the List of Requirements.

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

We agree to keep our bid valid for acceptance as required in the “General Instruction to Bidders”, read with modification, if any in “Special Instructions to Bidders”, Section – III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid 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 bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.

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

“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 bid security.”

Name_____

Business Address_____

Place: _____

Signature of Bidder_____

Date: _____

Seal of the Bidder_____

SECTION - X
PRICE SCHEDULE

Price to be filled in the relevant field strictly as per the Price Format provided in the e-tender portal '<https://etender.lifecarehll.com/irj/portal>' under the RFX No. as per terms of the tender

SECTION - XI**CHECK LIST**

The bidders should furnish specific answers to all the questions/issues mentioned in the Checklist detailed below:

Name of Bidder: _____

Name of Manufacturer: _____

Sl. No.	Activity	Yes/ No/ NA	Page No. of the Bids submitted	Remarks
1. a.	Have you enclosed Bid Security of required amount for the quoted schedules?			
b.	In case Bid Security is furnished in the form of Bank Guarantee, has it been furnished as per standard format of the bidding document?			
c.	In case Bank Guarantee is furnished, have you kept its validity 45 days beyond the validity of Techno Commercial Bid?			
2.a.	Are you exempted for furnishing bid security being MSE as defined in MSE procurement policy issued by department of MSME.			
b.	If yes, have you enclosed certificate of registration issued by department of MSME.			
c.	Does such certificate clearly mention the quoted item?			
3. a.	Have you enclosed duly filled bid form as per bidding document?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement given in the bidding document?			
b.	Have you submitted the documentary proof that goods have been functioning Satisfactorily?			
c.	Have you submitted latest purchase order copies?			

Sl. No.	Activity	Yes/ No/ NA	Page No. of the Bids submitted	Remarks
6.	Have you submitted Manufacturer's Authorization Certificate as per bidding document?			
7.a.	Have you quoted prices of goods, turnkey (if any), CAMC etc. in the Price Schedule as per bidding document?			
b.	If the ATE calls for buy back, have you quoted buy back prices along with applicable GST?			
8.	Have you kept validity of 270 days from the Techno Commercial Bid Opening date as per the bidding document?			
9. a.	In case of Indian Bidder, have you furnished GST No.?			
b.	In case of Foreign Bidder, have you furnished GST No. of your Indian Agent?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number, IFSC Code etc.?			
11.	Have you furnished documents establishing your eligibility & qualification criteria as per bidding documents?			
12.	Have you accepted all the terms and conditions of this bidding document?			
13.	Have you submitted the duly signed copy of Integrity pact (At Appendix-A) on non-judicial stamp paper?			

N.B.

- All pages of the Bid should be page numbered and indexed.
- The Bidder may go through the checklist and ensure that all the documents/ confirmations listed above are enclosed in the bid and no column is left blank. If any column is not applicable, it may be filled up as NA.
- It is the responsibility of bidder to go through the bidding document to ensure furnishing all required documents in addition to above, if any.
- Wherever necessary and applicable, the bidders shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
- In case a bidders furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its bids will be liable to be ignored.

Name _____

Business Address _____

Place: _____

Signature of Bidder _____

Date: _____

Seal of the Bidder _____

SECTION - XII

BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (Name and address of the Bidder)
(Hereinafter called the "Bidders")
Has submitted its Bid dated _____ for the supply of _____
(Hereinafter called the "Bid")
Against the purchaser's ATE No. _____

Know all persons by these presents that we _____ having
our registered office at _____
(Hereinafter called the "Bank")
Are bound unto HLL Infra Tech Services Ltd., Noida (for and on behalf of AIIMS)
(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 Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
 - a. if the bidder fails or refuses to furnish the performance security for the due performance of the contract or
 - b. if the bidder fails or refuses to accept/execute the contract or
 - c. if it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or 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 more the three conditions, specifying the occurred condition(s).

This guarantee will remain in force upto _____ (insert date of additional forty-five days after Bid validity) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorized officer of the Bank)
.....
(Name and designation of the Officer)
.....
.....
(Seal, name & address of the Bank and address of the Branch)

SECTION – XIII

MANUFACTURER’S AUTHORISATION FORM

The CEO
HLL Infra Tech Services Limited
B-14A Sector-62
Noida, Uttar Pradesh-201307

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the bid*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this bid for the following reason(s):
_____ (*please provide reason here*).

We also hereby extend our full warranty, CAMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,

[*Signature with date, name and designation*]
for and on behalf of Messrs _____
[*Name & address of the manufacturers*]

Note:

1. *This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
2. *Original letter may be sent.*

SECTION – XIV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/CAMC SECURITY

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”)

has undertaken, in pursuance of Purchase Order/ Contract no _____ dated _____ to supply _____ (*insert description of goods and services*) (Hereinafter 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 _____ (*insert 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 will remain in force upto _____ (*insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security and additional Ninety days after completion of satisfactorily CAMC period in case of CAMC security*) 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

SECTION – XV**CONTRACT FORM - A****CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS****ALL INDIA INSTITUTE OF MEDICAL SCIENCES***(Insert Name of concerned Centre/Hospital/Department/Section)***ANSARI NAGAR, NEW DELHI-110 029**

Contract No _____ dated _____

To _____

*(insert name of Supplier with address)***This is in continuation to this office's Notification of Award No _____ dated _____**

1. Name & address of the Supplier: _____
2. ATE No of Bidding Documents: _____ and subsequent Amendment No _____, dated _____ (if any), issued by the Purchaser
3. Supplier's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Bidding Document.
4. In addition to this Contract Form, the following documents etc, which are included in the Bidding Documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Bid Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its Bid;
 - (viii) Manufacturers' Authorisation Form (if applicable);
 - (ix) Purchaser's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – "General Instructions to Bidders" of the Bidding Document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____
Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule: _____
- (iii) Details of Performance Security required: _____
- (v) Destination and despatch instructions: _____
- (vi) Consignee: _____

6. Warranty clause:

7. Payment terms:

(Signature, name and designation of the Purchaser authorised official)
For and on behalf of Director, AIIMS

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier)

For and on behalf of _____
(Insert Name and address of the supplier)

(Seal of the Supplier)

Date: _____

Place: _____

CONTRACT FORM – B**CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT (CAMC)**

Comprehensive Annual Maintenance Contract No. _____
Dated _____

Between

Director, AIIMS

And

(insert Name & Address of the Supplier)

Reference: Contract/ Purchase Order No _____ dated _____ for supply, installation & commissioning, Training and CAMC of goods & services.

In continuation to the above referred Contract/Purchase Order, the Contract of Comprehensive Annual Maintenance Contract is hereby concluded as under: -

1	2	3	4					5	6
Items Sr. No./ RFx no.	Brief descriptio n of goods	Quantity (Nos.)	CAMC Cost for Each Unit year wise in Rs					GST Value in Rs (___ %)	Total CAMC Cost for 5 Years with GST (3) $X[(4a+4b+4c+4d+4e)$ + (5)]
			1 st	2 nd	3 rd	4 th	5 th		
			a	b	c	d	e		

Total value (in figure) _____ (In words) _____

- b) The CAMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CAMC)
- c) The cost of Comprehensive Annual Maintenance Contract (CAMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period as contained in the above referred contract on yearly basis for complete equipment as per contract including Turnkey Work(if any).
- d) There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period and other penalty as per contract.
- e) During CAMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/technical/operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CAMC period.

- g) The Bank Guarantee valid till _____ [(fill the date) 3 months after expiry of entire CAMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5% of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XIV of the Bidding Document, along with the signed copy of CAMC within a period of 21 (twenty one) days of start of CAMC failing which the Performance Security (10% of the contract value) submitted shall be en-cashed payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CAMC as per contract, the proceeds Annual CAMC Bank Guarantee shall be forfeited and their bad performance will be considered while awarding future contracts.
- i) Payment terms: The payment of CAMC will be made against the bills raised by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the concerned User Department. The payment will be made in Indian Rupees.

(Signature, name and designation of the Store Officer/ASO of the Purchaser)

(Signature, name and designation of the F&CAO of the Purchaser)
For and on behalf of Director, AIIMS

(Seal of the Purchaser)
Date: _____
Place: _____

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier)

For and on behalf of _____
(Insert Name and address of the supplier)

(Seal of the Supplier)
Date: _____
Place: _____

Note:- The contract will be prepared on Non-judicial Stamp paper(currently of value of Rs. 100).

SECTION – XVI

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee’s authorized representative)

The following store(s) has/have been received in good condition:

- 1) Contract/Purchase Order No. & date: _____
- 2) Supplier’s Name: _____
- 3) Consignee’s Name & Address: _____
- 4) Name of the item supplied: _____
- 5) Quantity Supplied: _____
- 6) Date of Receipt by the Consignee: _____
- 7) Signature of Authorized Representative of Consignee with date: _____
- 8) Name and designation of Authorized Representative of Consignee: _____
- 9) Seal of the Consignee: _____

SECTION – XVII

CONSIGNEE ACCEPTANCE CERTIFICATE

(To be given by consignee's authorized representative)

This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the contract. The same has been installed and accepted.

- 1) Contract/Purchase Order No. & date:_____
- 2) Supplier's Name:_____
- 3) Consignee's Name & Address: _____
- 4) Name of the item Supplied :_____
- 5) Quantity Supplied :_____
- 6) Date of Receipt by the Consignee :_____
- 7) Date of Installation/Commissioning and Acceptance of Equipment: _____
- 8) The supplier has fulfilled its contractual obligations satisfactorily

OR

The supplier has failed to fulfill its contractual obligations with regard to the following:

- i)
- ii)
- iii)
- iv)
- 9) The amount of recovery on account of failure of the supplier to meet his contractual obligations is_____ (here indicate the amount).
- 10) Signature of Authorized Representative of Consignee with date:_____
- 11) Name and designation of Authorized Representative of Consignee:_____
- 12) Seal of the Consignee:_____

APPENDIX-A

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____ Year _____

Between

HLL Infra Tech Services Ltd. [HITES], a wholly owned subsidiary company of M/s. HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HITES", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s. _____, with office at _____ represented by Shri _____, _____ (*Designation*) (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HITES and BIDDER referred above are jointly referred to as the Parties]

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No.

HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HITES to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HITES

- 1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HITES regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with HITES.

-
- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
 - 2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
 - 2.5 The Bidder(s) will promote and observe ethical practices within its Organization and its affiliates.
 - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.7 The Bidder(s) will not make any false or misleading allegations against HITES or its Associates.
 - 2.8 BIDDER(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture or its authorised agent/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, 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 introduce cartelization in the bidding process.

- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; 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 HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(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 Principal(s), if any.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

- 3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HITES is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders/Contractors / Subcontractors

- 4.1 The Bidder(s)/Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 HITES will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3 HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

- 5.2 HITES will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

- 7.1 HITES has appointed Sh. A.K. Arora, EX-DG, Indian Defense Service of Engineers as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Sh. A.K. Arora
Independent External Monitor (IEM)

Office: HLL Infra Tech Services Ltd
B-14-A, sector 62, Noida 201307, U.P
Tel: 0120 4071500

Residence: B-333, Chittaranjan Park
New Delhi – 110019
Tel: 011 26273406

Mobile: +91 8130588577
Email: iem@hllhites.com

- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.

- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 3 to 5 weeks from the date of reference or intimation to him by HITES/BIDDER.

Clause.8. Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If HITES 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 HITES has substantive suspicion in this regard, HITES will inform the same to the Chief Vigilance Officer, HLL

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/ NCR Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HITES/Consignee and the BIDDER/Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

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 Chairman and Managing Director/ CEO of HITES.

Clause. 13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 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

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Infra Tech Services Ltd.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the HITES in regard to involvement of Indian agents of foreign suppliers.