

Notice Inviting bids/ Auction-I ( with Modification)

Bidding for Service provider for Operation and running of extended hours Snack corner services in different locations of NEIGRIHMS, Shillong for awarding to the techno-commercially compliant e-bidder meeting all required parameters, on the basis of H1 license fee per month for a period of 5 (five) years or till the finalization of next contract, which ever earlier, renewal annually based on satisfactory performance.

Sl no.	Category	Location	Modular Snack corner opening & closing Time	Area allotted in Sq feet	Minimum Reserve Price per month ( excluding GST on reserve charge basis)	EMD Amount	Eligibility
1	Modular Snacks Corner (I)	Modular Snacks Corner at OPD block Near MS Office , Ground floor , Main Hospital	8:00 am to 8:00 pm	64	Rs 1500	Rs 1800.00	Eligibility criteria as per Sl no. 1 of Section-III of bid document applicable to Snack Corner.
2	Modular Snacks Corner (II)	Modular Snacks Corner at Director's block	9:00 am to 5: 00pm	80	Rs 1870	Rs 2244.00	
3	Modular Snacks Corner (III)	Modular Snacks Corner at Library block	9:00 am to 5: 00pm	27	Rs 630	Rs 1000.00	
4	Modular Snacks Corner (IV)	Radiotherapy OPD area at RCC building	8:00 am to 8:00 pm	72	Rs 1680	Rs 2016.00	

- E-bids are invited by Director, NEIGRIHMS, Shillong for operation and running of extended hours snacks and Snack corner services in different locations of the NEIGRIHMS, Shillong premises, on pilot basis, for a period of five years or till the finalization of next contract, which ever earlier, renewal annually based on satisfactory performance, as per enclosed specification and related terms and conditions.
- Earnest Money Deposit (EMD) of As above, in the form of Call deposit or Fixed deposit or Demand draft or Bank Guarantee or as permissible as per GFR 2017 in favour of NEIGRIHMS EMD SECURITY DEPOSITS, is to be enclosed online valid for 165 days or extendable till finalization of the bidding whichever, is later and submitted to the Tender Inviting Authority within the closing date and time of e-bidding. EMD of all unsuccessful bidders shall be refunded and a successful bidder has to submit performance guarantee (3 % of the total contract value), valid for a period of 60 days beyond the contract period .No e-bidder will be allowed to withdraw after submission of the e-bids within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited. Earnest Money Deposit (EMD) exemption is allowed to bidder having MSME certificate as per GFR, 2017 provisions revised rule 170(i).
- Earnest Money Deposit (EMD) in the form of BG, Banker's Cheque, Fixed deposit or Demand draft, drawn in favour of NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA.
- E-bidders/Service provider need to scan and upload the required documents like FSSAI License ,GST registration, PAN Number/Card, valid document regarding the existence and registration of the firm along with the with Techno-commercial e-bid.
- No work will be allotted to Non-tribal e-bidder, e-bidder/ Service providers, Suppliers, stockists, bonded warehouse, private carriage e-bidder/ Service providers, cooperative societies etc except under a valid trading license/ labour rules as may be applicable issued by the Khasi Hills Autonomous District Council, Shillong. Trading licence and any other labour rules under KHADC may be submitted post award of contract only after submission of " Undertaking in prescribed format" from the Institute.
- E-bidders/ Service provider need to furnish EPF and ESIC registration, as may be applicable post award of contract and to comply to all terms and conditions as stipulated by the statutory bodies. Successful e-bidder/ Service provider will be required to furnish EPF and ESIC statements of all employees engaged from time to time to the Institute or as and when desired by the Institute.
- The period of this contract on pilot basis, for a period of five years or till the finalization of next contract, which ever earlier, renewal annually based on satisfactory performance.
- The awarding shall be on the techno-commercially compliant e-bidder meeting all required parameters, on the basis of H1 license fee per month, for a period of five years or till the finalization of next contract, which ever earlier.H1 will be decided as per each category independently and a bidder has to quote separately for each category clearly super scribing the category head in each case. The H1 licence fee will remain the same for the initial 2 (two) years period. Thereafter, the licence fee will be subsequently increased by 5% every year for the remaining 3 (three) years contract period or any extension thereof.
- All conditions as per Service level agreement of GeM Snack corner Services, percentage model except that awarding shall be on the complaint e-bidder on the basis of highest license fee per month.
- In the event of termination or expiry of the agreement, the E-bidder/ Service provider shall hand over the entire premises and equipments/properties etc. of the NEIGRIHMS in his custody to the latter within five working days .
- Settlement of disputes – Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned. The jurisdiction in respect of settlement of disputes in Stores & Civil contracts shall be as per the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts (Amendment) Ordinance 2018, wherein the provision for pre –institution mediation, has been made mandatory in respective cases by the parties to the disputes. The mediation shall be under the authorities constituted under Legal Service Authority Act, 1987. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Shillong.

For any clarification and further details please contact @ Telephone No: 0364 -2538032 or communication on GeM.

## Scope of Work and Conditions of bidding/ Auction-II

1. The Institute requires Snack corner Services e-bidder/ Service provider(s)/service Service provider to run the food provision and snacks services at Residential Campus of NEIGRIHMS, Shillong on justified rates at per/ below MRP to cater for the needs of the students, manpower, beneficiaries and visitors attending the Institute. The Snack corner Services e-bidder/ Service provider(s)/service Service provider may be allocated one or one additional area for operation on the same terms and condition, if considered appropriate by the Institute authorities.
2. The Snack corner Services are also required to be extended during the examinations seminars, workshops, farewell tea, annual events and orientation courses etc.
3. To fix the menu in consultation with the competent authority in the Institute of the Institute from time to time.
4. To supply Tea/Coffee/Cold Drinks and other readymade beverages as and when required.
5. The rates shall be notified in the bids and at the Snack corner outlet. However, if there is any downward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on through appropriate reduction of the contracted rates.
6. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Director to check all relevant documents for their authenticity.
7. In case the successful e-bidder declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
8. A formal contract shall be entered into with the successful e-bidder. In this contract, the successful e-bidder shall be defined as e-bidder/ Service provider.
9. The e-bidder/ Service provider shall take at his own cost, if required, necessary insurance cover in respect of manpower and other personnel to be employed or engaged by him in connection with the afore mentioned services to NEIGRIHMS and shall indemnify NEIGRIHMS against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which NEIGRIHMS, Shillong may be party or involved as a result of the e-bidder/ Service provider failure to comply and of the obligation under the relevant act law which the e-bidder/ Service provider is to follow.
10. The successful bidder/e-bidder/ Service provider will be required to enter into an Agreement/ Contract. The Service provider has to undertake to sign the rate contract agreement within 15 (fifteen) days from the issue of the letter of acceptance, failing which EMD/security deposit may be forfeited and name may be removed from the list of e-bidder/ Service provider/supplier at NEIGRIHMS, Shillong. The successful Service provider shall have to enter into an agreement with the Institute and the cost incurred in this connection, shall be borne by the e-bidder/bidder/Service provider.
11. The services will be provided to the Institute at the cost offered by the bidder. The timings and working days of the Snack Corner Services will be regulated by the competent authority in the Institute. The e-bidder/ Service provider shall display the list of items & rates in the premises.
12. The Snack corner Services should be kept neat & clean and free of unhygienic conditions.
13. The responsibility of maintaining the cleanliness and hygienic condition of the Snack corner Services' will be of the e-bidder/ Service provider, at his own cost and proper disposal of waste. In case of violation of this condition, competent authority may have the right to impose a fine and the contract may be cancelled by giving a week's notice to vacate the premises.
14. The bearer /manpower (not below the age of 18 years) employed by the e-bidder/ Service provider shall have to be medically fit and kept neat and clean. The e-bidder/ Service provider shall not employ young children as prohibited under the law / rules / regulations.
15. The e-bidder/ Service provider shall have to construct /make his own modular /fabricated structure /furniture set up, at their own cost and risk, for the food/snacks corner without destroying /alteration of the Institute premises.
16. The e-bidder/ Service provider shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found then the same will be recovered from the e-bidder/ Service provider. The e-bidder/ Service provider shall take adequate fire pre-cautions.
17. The e-bidder/ Service provider shall maintain the Institute premises in good condition and shall not cause any damage thereto.
18. The successful e-bidder shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the Snack corner Services manpower. No additions or alterations of the premises will be made without permission of the Institute.

19. The e-bidder/ Service provider and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.
20. Electricity & Water Charges shall be paid by e-bidder/ Service provider as per actual consumption on the prevailing rates of Meghalaya Power Distribution Co Ltd /MeECL or at such higher rates as may be decided by the Institute from time to time. The MeECL tested meter shall be arranged by the successful e-bidder.
21. Quality of food/services provided will be inspected /checked from time to time and if found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, as included in the e-bidding document.
22. The conduct/characters/antecedents and proper bonafide of the manpower in the Snack corner Services shall be the sole responsibility of the e-bidder/ Service provider.
23. The decision to award the Snack corner Services contract will be taken on the basis of License fee offered, feasibility and techno-commercial compliance in respect of documents
24. No cooking, in either form, shall be allowed for the Snacks Corner.
25. Police verification and worker's identity cards will be compulsory before taking the charge of complementary services (Snack corner Services). Employees will be in proper uniform provided by the e-bidder/ Service provider, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.
26. Digital payments services should be provided in snacks corner.
27. The e-bidder shall be required to display the price list of all the food articles, soft drinks, tea, coffee and juice sold in snacks corner. The prices of the items sold in NEIGRIHMS, SHILLONG Snack corner Services shall not be more than the local market rate. The rate list shall be displayed at proper location within the snacks corner Services areas by the e-bidder.
28. The e-bidder must visit the campus and the Snack corner Services premise to see the infrastructure before bidding. The e-bidder will be provided on monthly maintenance charge for the space and infrastructure like tables, chairs, lights, fans, water coolers and water supply. Snack corner Services furniture, kitchen utensils, serving plates, LPG etc. will be provided by the e-bidder.
29. E-bidder shall not sell any cigarette, bidi, pan, alcohol etc. in the Snack corner Services and in the NEIGRIHMS premises, if anyone are found indulged in this business the person shall be asked to leave the campus immediately and the e-bidder shall be liable to lose the contract for breach of this condition.
30. As regards quality of materials and preparation, the e-bidder shall ensure that: (a) Food ingredients, additives and materials must be of best quality available in the market, (b) Vegetables, bread, fruits and other such perishable items should be fresh from the market on daily basis, (c) the E-bidder shall take meticulous care to provide clean and quality food in all preparations. The Institute authority shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day and (e) waste and garbage disposal must be done once a day on regular basis.
31. The E-bidder shall ensure that the manpower engaged by him observes safety precautions and security regulations at the campus.
32. The E-bidder shall not utilize the premises and facilities of the Institute to cater any other client, other than NEIGRIHMS, Shillong students, faculty, staff and visiting faculties/guests.
33. The E-bidder shall ensure that either he himself remains present during breakfast/lunch/dinner services to the students or one of his responsible supervisors remains present.
34. The e-bidder shall not keep the snacks corner services closed without prior permission from the NEIGRIHMS, Shillong authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by NEIGRIHMS, Shillong, as it may deem fit.
35. The e-bidder shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the snacks corner services.
36. Any attempt at negotiation direct or indirect on the part of the e-bidder with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective e-bidder or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.
37. The E-bidder and his manpower shall abide by various rules and regulations of the Government / authorities. E-bidder would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.

38. The E-bidder shall maintain a list of all workers engaged to carry out the catering work, indicating name, age, home address, qualifications, etc and shall not at any time engage any minor to carry out the work under the contract.
39. The E-bidder shall undertake that any act of omission or commission including theft, by his manpower shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his manpower individually or collectively.
40. NEIGRIHMS, Shillong would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of NEIGRIHMS, Shillong rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the E-bidder or his manpower. The decision of NEIGRIHMS, Shillong authorities in this regard would be final and binding on the E-bidder. In such an event, NEIGRIHMS, Shillong shall have the right to engage any other e-bidder to carry out the task.
41. The E-bidder and his manpower shall comply with all instructions and directions of the NEIGRIHMS, SHILLONG authorities given from time to time..
42. If any damage is caused to the premises by the e-bidder/ Service provider or manpower or agents the same shall be rectified by the e-bidder/ Service provider at their own cost or by remittance as may be determined by the Institute.
43. The Successful service provider/e-bidder/ Service provider shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of NEIGRIHMS, Shillong.
44. The E-bidder/ Service provider shall maintain and provide all necessary documentation, registers and records in connection with the performance of Snack corner services and other related documents including for complying with any statutory requirements and provisions of applicable laws.
45. The e-bidder/ Service provider shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.

**SECTION III: CONDITIONS OF CONTRACT AND AUCTIONS REQUIREMENTS**

1. Eligibility criteria for selection of service providers for running snacks & beverage kiosk / booth in NEIGRIHMS, Shillong

<b>Sl.No.</b>	<b>Eligibility Criteria</b>	<b>Modular Snacks Corner</b>
1.	Work experience	Successfully running food and beverage kiosk/booth in Hospitals/ Educational Institutes and reputed Organization/Industry, catering to minimum 200 person per day on regular basis for last three (03) consecutive years out of 04 years i.e. F.Y. 2023-24, 2022-23, 2021-22 and 2020-21.
2.	Annual Turnover	The service provider must have an annual average turnover of INR15,00,000.00 (Rupees Fifteen Lakhs only) exclusively in the field mentioned in Sl.No. 1 above for last three (03) consecutive years out of 04 years i.e. F.Y. 2023-24, 2022-23, 2021-22 and 2020-21.
3.	Statutory Requirements	Registered as a society, partnership firm or company under applicable laws. Proprietary firms are also eligible.
4.	Documents required for technical qualification	<ol style="list-style-type: none"> <li>a. Self-attested scanned copy of certificate of required experience in desired period as mentioned.</li> <li>b. Self-attested scanned copy of its incorporation.</li> <li>c. Self-attested scanned copy of Certificate of Turnover for the desired period and amount in the related field/business issued by Chartered Accountant.</li> <li>d. Self-attested scanned copy of PAN.</li> <li>e. Self-Attested scanned copy of GST registration Certificate along with number.</li> <li>f. Self-attested scanned copy of license from Food Safety and Standard Authority of India.</li> <li>g. Self attested copy of Scan copy of proof of EMD submitted or Certificate of exemption for MSME as per provisions of Revised rule 170(i), GFR, 2017.</li> <li>h. Self-attested scanned copy of resolutions for authorization of signatory to sign the bid along with name and designation.</li> <li>i. Self-attested scanned copy of an affidavit duly sworn before a Notary that the firm or proprietary concerned or company has never been blacklisted.</li> <li>j. Self-attested scanned copy of an affidavit duly sworn before a Notary that neither bidder nor the firm/ Partners/proprietor/Director of the company/ member of Society has never been convicted or punished by any Hon'ble Court of Law nor any criminal prosecution, involving moral turpitude, in which a charge sheet is issued, is pending against any of them.</li> <li>k. Self-attested scanned copy of an affidavit to the effect that Bidder does not have any relation with the person authorized to evaluate the Bid technically or involved in finalizing the Bid or the bidder does not have any direct or indirect relationship with any person/staff/officer working in NEIGRIHMS.</li> <li>l. Self-attested scanned copy of the declaration by the bidder that the items being sold at snack corner shall be at MRP or less.</li> <li>m. Self-attested scanned copy of the declaration by the bidder that items/ indicate list of FSSAI approved items to be sold and the cost will be displayed at a prominent location that will be visible to customers.</li> <li>n. Self attested copy of EPF/ ESIC registration as may be applicable to be read with clause 6 of the Notice Inviting bid.</li> </ol>

2. E-bidder/ Service provider participating in more than one category has to quote separately for each category clearly super scribing the category head in each case. The Financial bid for each category will have to be uploaded sequentially as per Sl No. given in table of Notice Inviting document.
3. The e-bidder should have had the experience of running a registered/recognized Guest House/Hotel/Restaurant/Coffee Shop/Snack Corner/ Snack corner / Motel during last two years ending last day of month previous to the one in which e-bidding are invited.
4. E-bidder shall have two years of experience in the related field, having necessary license/ clearance certificate of the State Food inspector/food authorities and should produce certified copies of certificate fulfilling the requirements. Prequalification /Post Qualification shall be entirely upon the capability and resources of prospective Service provider to perform the particular contract satisfactorily, taking into account their (i) Experience and past performance on similar contracts (Guest House/Hotel/Restaurant/Coffee Shop/Snack Corner/ Snack corner / Motel) for the last two years (ii) Capabilities with respect to professional Personnel / Manpower engaged ( one *experienced attendant and one cleaner for snacks corners* ), Equipment (*automized equipments for catering purpose Like Microwave , coffee vending machine etc* ) (iii) financial standing through annual report (*balance sheet and Profit & Loss account*) of last 3 (*three*) years. Fulfilment of eligibility criteria is to be supported with documentary evidence in the form of certified /self-attested copies of work order, completion certificates, report, payment

certificates, indicating the period of work .In case of Joint venture/partnership firm, the experience of the signatory /lead Service provider will be taken into consideration for qualification of the Service provider.

5. The e-bidder/ Service provider must possess the requisite valid license issued by the competent authority for carrying out the business and shall be responsible for complying with all laws pertaining to the services in question as well as those pertaining to engagement of persons under him and should obtain necessary license/ clearance certificate of the State Food inspector/ health authorities and should produce certified copies of certificate fulfilling the requirements.
6. The personnel engaged by the selected Service provider must have proper and clean uniform for their identification. The personnel so engaged should have the basic knowledge of personal hygiene and safe & clean methods of food handling.
7. The personnel engaged by the selected Service provider associated with preparation and distribution of food will be required to undergo periodical medical checkups to rule out the possibilities of communicable disease/ infections diseases and anybody found suffering from such has to be kept out of engagement till he/ she is fully recovered. Whatever circumstances it may be the Service provider must insure that the facility is not hampered and serving standard is maintained as mentioned in the contract
8. The list of personnel deployed for food preparation, handling and serving have to be intimated to the administrative authority of the Institute from time to time. The manpower engaged by the Service provider will not join or form any union associated with the Institute or otherwise any political party.
9. There shall be no compromise on the quality of food supplied by the Service provider and if any such incidence or food adulteration is found, action deemed fit, including black listing the firm, shall be taken by the Competent Authority and all the rules of Prevention of Food Adulteration Act (PFA Act) will apply. The Food safety checklist prescribed by the Food Safety and Standards Authority of India, New Delhi as amended from time to time should be adhered to by the bidders/Service provider.
10. The Service provider has to abide by all statutory rules and regulation of the Government of India and will be responsible for complying of all payment of minimum wages and other social security as per Government regulations , in force from time to time for the manpower engaged by the Service provider .
11. The Service provider will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining the harmonious atmosphere in the hospital and will be responsible for any act commission & omission of such persons.
12. The hospital will provide only open space .Institute shall not provide kitchen accessories, appliances gas connection, utensils, crockery, cutlery and other Infrastructure. The Service provider shall use the water-supply and electricity economically, however consumption of H1 Licence fee, water-supply and electricity shall be paid within the 10<sup>th</sup> of each and every month by the Service provider on actual basis or as conveyed by the Estate Section/ SE/ EE.
13. Only purified water (purified by Aquaguard/ Modiguard /Aquasure or equivalent purifier of similar standard) has to be served in the snakes corner.
14. The Service provider should keep the outlet clean. If, at any point the out and its premises are found to be unclean, the Service provider shall be held responsible and action deemed fit shall be taken by the competent authority. All floors and counter tops are to be scrubbed regularly and non corrosive detergents or soap, and all vertical surfaces/wall are to be dusted /cleaned regularly. The standard of cleaning should be such that there is no visible dirt or marks at on point of time.
15. The Service provider shall not be allowed to prepare food in the Institute's premises, other than for NEIGRIHMS clients.
16. The Service provider shall bear at the expenses for running the outlet and the Institute shall not in any manner be liable for any damage caused on incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury caused to its workmen during discharging their duty.
17. The Service provider shall not be entitled to use the area allotted by the Hospital for any other purpose or business other than the specified services. In the event of loss/theft/damage of property caused due to negligence of any of the manpower of the Service provider, the Institute shall be entitled to get compensation from the Service provider as decided by Director, NEIGRIHMS or his authorized representative.
18. NEIGRIHMS would not be liable for any compensation due to stoppage/change in scope of work due to local disturbance, change in policy or otherwise, obstruction of delay by any outside elements Service provider.
19. The Service provider shall not sell cigarette, bidi, pan, gutka, tobacco items, alcohol or any other prohibited items. If anyone is found indulging in these businesses, the Service provider shall be asked to leave the campus immediately and the Service provider shall be liable to lose the contract for breach of this condition.
20. The Service provider shall submit to NEIGRIHMS a list of all workers engaged to carry out the work, indicating name, age, home address, qualification, etc and would also intimate as and when changes takes place. The Service provider shall not at any time engage any minor to carry out the work under the contract.
21. No subletting of work as a whole by the Service provider is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the Institute.
22. The Service provider and its manpower should not cause any disturbance, obstruction & hospital unrest in and around the hospital premises or within the said building or snack corner Services at any time for any reason.
23. The Service provider should keep the snack corner Services, other movables such as furniture, utensils etc., in good condition. If there is damage to building or other Institute property because of willful or negligent act or poor maintenance, the Service provider shall repair the same to reflect the original aesthetics or else the Institute shall levy a service charge of 200% over the cost or such repair work.
24. The Service provider should obtain all necessary permission, registration permits Licenses/ Sanctions from the appropriate Government/regulatory authorities concerned at his own cost, to run the Snack corner services.

25. The manpower engaged by the Service provider should wear the Uniform, be free from any contagious diseases and should obtain the Medical Fitness Certificate from a Medical/ health officer.
26. The Service provider will be monitored by the Director, NEIGRIHMS or his authorized representative, at regular intervals. The Service provider is required to use 'A' class raw materials/Vegetables & ingredients for preparation of the food.
27. The Service provider is required to dispose-off the wastage properly, as advised by the Institute from time to time.
28. The Service provider shall not use the name of the NEIGRIHMS, Shillong in business dealing with other persons or traders.
29. MRP items should be sold at MRP or less and declaration should be submitted with bid.
30. The hospital campus is a "No Smoking Zone", hence sale and use of tobacco is prohibited.

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

### 1. Operational:

The Service provider shall not cook anything in the snacks corner and all food /items provided should be ready made, packed and fresh. The raw materials procured will be of the highest quality, (FPO, AGMARK, or ISI marked should be adhered to as far as possible) fresh and fit for human consumption. The food /snacks item must be stored properly to avoid contamination and infestation with pests. Sample of the food materials in the store will be checked by the hospital representative from time to time. The Food safety checklist prescribed by the Food Safety and Standards Authority of India, New Delhi as amended from time to time should be adhered to by the bidders/Service provider.

Vegetarian and non-vegetarian items should be segregated properly at all stages; storage, preparation and serving. The Service provider will be responsible for collection, serving trays/utensils/bottles etc (in case of non-disposable) with safe and standard quality of cleaning material. The Service provider will be responsible for safe disposal of the leftover food/vegetable peels/and other garbage hygienically so that it does not pollute the environment etc. If disposables are used in any of the Snack corner Services, they should be disposed off, as per Civic/Municipal Authorities requirement from time to time.

### 2. Cleanliness:

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

### 3. Manpower:

The Service provider shall engage adequate number of well trained manpower (cooks and bearers) at his own expense for the proper discharge of the responsibility entrusted to him under the agreement and such manpower shall be persons with enough experience. They shall be provided with uniforms, aprons, headgears, etc by the Service provider at their own cost and they are to be maintained in neat and tidy condition. The manpower engage by the Service provider shall be of good character and sound health.

### 4. Security and Safety:

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

### 5. Space and Accommodation:

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

### 6. Director, NEIGRIHMS, shall have the right -

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



7. Jurisdiction:

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

8. Waiver:

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

9. Penalty Clause:

Sl. No.	Penalty Clause	Fine
1.	Complaints regarding diet quality from patients or hospital manpower	Replacement of food & Rs 100/- per complaints there after
2.	Complaints from manpower or patients	Rs 100/- per valid complaint
3.	Not using apron, cap while serving and not removing nails of cooks employed weekly	Rs 1000/- per occasion
4.	System of keeping utensils with food on kitchen platform not followed	Rs 100/- per occasion
5.	Not covering utensils containing food in place	Rs 100/- per occasion
6.	System of using separate towel not followed	Rs 100/- per occasion
7.	Deficiency of lapse in hygiene at preparation site	Rs 1000/- per occasion
8.	Uniform/conduct of manpower – If the manpower of the operator is found without prescribed uniform and if an improper conduct of the manpower is observed	Rs 1000/- per occasion. This will in addition to the right of the hospital administration to remove such manpower from the hospital premises
9.	Non compliance of environmental friendly disposal of garbage	Rs 500 per occasion
10.	Ultimately deposit of monthly licensee fee, for delays beyond a month	Interest at the rate of 18% per annum

10.The following are the TEC parameters which are required to be submitted for being techno-commercially complaint in the process. In case documents are not submitted the bidder shall not be considered for award of contract.

Sl. No.	Parameters
1.	Earnest Money Deposit (EMD) in the required amount
2.	Valid FSSAI License in the name of the bidding firm / Director / Proprietor
3.	Valid GST registration and PAN Number/Card
4.	Documents with respect to Manpower engaged
5.	Chartered Account certificate should be submitted for verification of the annual turnover
6.	Documents of Experience and past performance on similar contracts (Guest House/Hotel/Restaurant/Coffee Shop/Snack Corner/ Cafeteria / Motel) for the last two years
7.	Declaration that items with MRP shall be sold at MRP or less
8.	Declaration of the items/ indicate list of FSSAI approved items to be sold and the cost to be displayed at the snacks corner from time to time.

Indicative/ demo List of FSSAI authorized food stores: SECTION V

List:I

Sl. No.	Description of Meal /Menu	Size / Composition with hygienic pack	Unit
1.	Standard tea (150 ml)	Disposal cups used should be of 150 ml capacity	1 no
2.	Tea with tea bag (150 ml)	Disposal cups used should be of 150 ml capacity	1 no
3.	Flavoured Tea (Chocolate, Mint, Vanilla, etc)	150 ml	1 no
4.	Samosa (sealed packed)	250 gm + tomato sauce sachet	1 no.
5.	Kachuri (sealed packed)	250 gm + tomato sauce sachet	1 no.
6.	Rosgulla (sealed packed)	250 gm	1 no.
7.	Rasmalai (sealed packed)	250 gm	1 no.
8.	Gulab Jamun (sealed packed)	250 gm	1 no.
9.	Jalebi (sealed packed)	250 gm	1 no.
10.	Kalakand (sealed packed)	250 gm	1 no.
11.	Sasen Ladoo (sealed packed)	250 gm	1 no.
12.	Gulab Jamun (sealed packed)	250 gm	1 no.
13.	Namkeen (sealed packed)	250 gm	1 no.
14.	Cheese Pizza	170 gm	1 no.
15.	Paneer Onion Pizza	200 gm	1 no.
16.	Golden Corn	200 gm	1 no.
17.	Mineral water (Bailey /Beads / etc)	500 ml /1 liter /2 liters	1 no
18.	All packed Snacks /Items of following Make /Manufacturer – FSSAI approved:- <ul style="list-style-type: none"> <li>• Nestle</li> <li>• Britannia</li> <li>• Bhikaji</li> <li>• Mc Donald or equivalent</li> <li>• MTR Food</li> <li>• Kwaliti Walls</li> <li>• Equivalent reputed stores</li> </ul>	As per packed details	1 no.

\*\*\*List II

Sl. No.	Description of Meal /Menu	Size / Composition with hygienic pack	Unit
1.	Standard tea (150 ml)	Disposal cups used should be of 150 ml capacity	1 no

2.	Tea with tea bag (150 ml)	Disposal cups used should be of 150 ml capacity	1 no
3.	Flavoured Tea (Chocolate, Mint, Vanilla, etc)	150 ml	1 no
4.	Fruit Cake (sealed packed)	200 gm	1 no.
5.	Slice Cake (sealed packed)	200 gm	1 no.
6.	Cup of Noodles (Veg.)	200 gm with warm palatable water	1 no.
7.	Cup of Noodles (Non Veg.)	200 gm with warm palatable water	1 no.
8.	Sweet /Salted Lassi (sealed packed)	250 ml	1 no
9.	Plain Lassi (sealed packed)	250 ml	1 no
10.	Mineral water (Bailey /Beads / etc)	500 ml /1 liter /2 liters	1 no
11.	All packed Snacks /Items of following Make /Manufacturer – FSSAI approved:-  <ul style="list-style-type: none"> <li>• Amul</li> <li>• Haldiram</li> <li>• Pizza Hut or equivalent</li> <li>• Kellogs</li> <li>• Parle Agro</li> <li>• Mother Dairy</li> <li>• Equivalent reputed stores</li> </ul>	As per packed details	1 no

\*\*\*List-III

Sl. No.	Description of Meal /Menu	Size / Composition with hygienic pack	Quantity
2.	Standard tea (150 ml)	Disposal cups used should be of 150 ml capacity	1 no
3.	Tea with tea bag (150 ml)	Disposal cups used should be of 150 ml capacity	1 no
4.	Flavoured Tea (Chocolate, Mint, Vanilla, etc)	150 ml	1 no
5.	Cream Roll (sealed packed)		1 no.
6.	Pop Corn (sealed packed)		1 no.
7.	Badam Cake (sealed packed)		1 no.
8.	Coffee with instant coffee powder (150 ml)		1 no.
9.	Tomato Soup (sealed packed)		1 no.
10.	Burger (Veg.) (sealed packed)		1 no.
11.	Burger (Non Veg.) (sealed packed)		1 no.
12.	Aerated Drinks		1 no
13.	Fruit Juice (sealed packed)		1 no
14.	Mineral water (Bailey /Beads / etc)	500 ml /1 litre /2 litres	1 no

15.	All packed Snacks /Items of following Make /Manufacturer – FSSAI approved:- <ul style="list-style-type: none"><li>• Bru</li><li>• Godrej</li><li>• Dominos or equivalent</li><li>• Nissan</li><li>• Brisk Farm</li><li>• Equivalent reputed stores</li></ul>		1 no.
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Note:

1. Each unit shall be evaluated separately and respectively processed for awarding.
  2. Competent Authority /Committee may allot one additional unit at any location of the Institute.
  3. FSSAI authorised food stores only.
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(PRESCRIBED FORMAT)

To,

The Director,  
NEIGRIHMS,  
Mawdiangdiang, Shillong-18

Subject: Undertaking for Submission of “ KHADC Trading Licence”

Sir,

Inviting reference to the above subject, I , the undersigned do hereby undertake to submit the Trading licence from KHADC within 3 (three) months of award of contract. In case, I fail to produce the said Trading licence within the stipulated period, my contract will be terminated without assigning any reason and at no cost to the Institute.

I , hereby enclose the necessary documents of proof of my application of the Trading Licence at KHADC, Shillong.

Thanking you.

Yours Faithfully,

Date:

Name of the Proprietor:-

Place:

Seal: