ASSAM CANCER CARE FOUNDATION (ACCF)

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Request for proposal for selection of service provider for operating kitchen and catering facility

Ref No. ACCF/KITCHEN CATERER/2022-23/44

CORRIGENDUM-1

Date:14-06-2022

	PREBID RESOLUTION TENDER NO- ACCF/Kitchen caterer/2022-23/44 Date: 31.05.2022				
Sl.No.	Clause No.	Existing Clause	Query	Amendment/Clarification	
1	Page No.45 Retail Menu	Minimum retail items shall be made available. Vendor can charge maximum rate as mentioned However for business opportunities vendor can charge lesser than this rate. After completion of 1 (One) year i.e from 13th month; site wise prices of meals may be reviewed by ACCF committee based on contractors' representation in line with WPI/CPI/DA/MW.	In the tender rate revision is mentioned only in counter cash sale. But not clear whether it will be also applicable for patient rate. Please note due to price hike of materials and wages revision it is very much necessary. As committed in the pre-bid meeting, this revision is applicable for all the rates including patient & cash but mentioned only in canteen sale.	Rate revision shall also be reviewed and applicable for In house Patients meal. i.e. billed to ACCF.	
2	Page No.45 Retail Menu	Minimum retail items shall be made available. Vendor can charge maximum rate as mentioned However for business opportunities vendor can charge lesser than this rate. After completion of 1 (One) year i.e from 13th month; site wise prices of meals may be reviewed by ACCF committee based on contractors' representation in line with WPI/CPI/DA/MW.	In the bid it is observed that the escalation of rates are mentioned only in Retail sale. But as there is yearly increase in Govt. Minimum wages and raw materials, hence I request you to consider the yearly rate escalation for patient rate also.	Rate revision shall also be reviewed and applicable for In house Patients meal. i.e. billed to ACCF.	
3	-	-	In the tender, minimum number of patient service per day is not found. For catering business in Hospital, it is very essential to get the minimum number of patient which will be billed to the hospital is very much essential. Otherwise how will a food vendor plan for manpower, materials & other allied service costs. So I request you to give us a minimum guarantee of minimum 70-80 number of beds out of total operational beds which is 150. For Day care I don't need any minimum guarantee.	Vendor need to analyse the scope of business volume and according quote their rates.	
4	-	-	As discussed during pre-bid The location is remote & requires setting up good supply chain network for material supply, tie-up with qualified vendors/suppliers, hiring required manpower. We need a minimum	Vendor need to analyse the scope of business volume and according quote their rates.	

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			guarantee (MG) to be mentioned in the contract to protect our investment and make it a commercially viable project. The MG can be 60% IP numbers guaranteed from first month of operation.		
5	-	-	To run the food service business, vendor is having some fixed cost i.e. Staff Salary, Staff Food, Staff Accommodation, Depreciation, Cleaning and maintenance etc. Hence to secure those cost, as per process ACCF to confirm the minimum guarantee of patient that is above 50% of the total bed, which will be paid to vendor in case the patient footfall goes down.	Vendor need to analyse the scope of business volume and according quote their rates.	
6	ANNEXURE-8:	Financial Proposal Format	The rate mentioned in the tender for patient is not clear. It is mentioned different rate for different services. Consolidated rate should be fixed for the deluxe & other patient per day wise. Likewise in other hospital we count the dinner service as total patient served, I request you to consider the dinner count as total patient served for the day.	For billing, mid night count shall be taken as reference. Accordingly billing shall be allowed.	
7	ANNEXURE-8:	Financial Proposal Format	In the Bid it is been observed that rates are been charged against per meal. Whereas as per standard process rates should be fix for a day package which will include the required services (e.g.: Breakfast-Lunch-Evening tea-Dinner) which will be easier for the vendor to keep a count of the patient that will be billed to ACCF with a proper tracking mechanism.	For billing, mid night count shall be taken as reference. Accordingly billing shall be allowed.	
8	6.Special condition of contract:- Point No.6.23 Pg. no.11 Point No.6.29 Pg. no.11 9.OTHER TERMS AND CONDITIONS:- Point No.9.44 Pg. no.21 10.ACCF MANAGEMENT SHALL HAVE THE RIGHT:- Point No.10.7 Pg. No.25 Pg No.46 Annexure-8 Note-3	6.23 The staff should be briefed to conserve the electricity, water and other precious resources. Electricity shall be chargeable based on actual consumption of electricity. Sub meter shall be installed by ACCF. 6.29 Electricity Connection: ACCF will be responsible for provision of the electricity connection for the performance of services. Service provider shall bear the electricity cost billed at actuals based on a separate meter to be provided and maintained by ACCF. 9.44 Contractor shall make prompt payment of various dues towards fee and consumption of electricity etc. 10.7 Charges on account of electricity, LPG or any other media of fuel, consumed for cooking, grinding, heating etc of food shall be borne and paid by the Caterer. Note 3: Electricity shall be reimbursed by the vendor as	In the tender it is found the service provider shall bear the electricity cost. But for this kind of Hospital business, since we are giving a rental and discount rate to ACCF staff the electricity should be provided free of cost by the hospital. I request you to amend this clause of electricity charges which would be viable for both the party.	No Change.	

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		per the actual consumption. Separate meter shall be provided			
9	6.Special condition of contract:- Point No.6.23 Pg. no.11 Point No.6.29 Pg. no.11 9.OTHER TERMS AND CONDITIONS:- Point No.9.44 Pg. no.21 10.ACCF MANAGEMENT SHALL HAVE THE RIGHT:- Point No.10.7 Pg. No.25 Pg No.46 Annexure-8 Note-3	6.23 The staff should be briefed to conserve the electricity, water and other precious resources. Electricity shall be chargeable based on actual consumption of electricity. Sub meter shall be installed by ACCF. 6.29 Electricity Connection: ACCF will be responsible for provision of the electricity connection for the performance of services. Service provider shall bear the electricity cost billed at actuals based on a separate meter to be provided and maintained by ACCF. 9.44 Contractor shall make prompt payment of various dues towards fee and consumption of electricity etc. 10.7 Charges on account of electricity, LPG or any other media of fuel, consumed for cooking, grinding, heating etc of food shall be borne and paid by the Caterer. Note 3: Electricity shall be reimbursed by the vendor as per the actual consumption. Separate meter shall be provided	In the Bid it is mentioned that electricity bill to be paid by vendor. As the location is remote, and retail business will be so high, hence the cost of electricity should be in ACCF scope.	No Change	
10	Point 12.4 Pg No.26	12.4 Contractor Shall take an insurance policy for an appropriate value for insurance against damage/loss due to fire accident in the canteen.	It is mentioned that the insurance would be taken by vendor for fire accident. We request to change this clause as the service provider is just doing a one side business, the entire equipment and assets is belong to ACCF hence the insurance should be from ACCF.	ACCF will take insurance for Items provided by ACCF. For vendor's items vendor will be responsible to take necessary insurance. Vendor should take indemnity insurance.	
11	Point 12.4 Pg No.26	12.4 Contractor Shall take an insurance policy for an appropriate value for insurance against damage/loss due to fire accident in the canteen.	Since the space and all infra belongs to ACCF Sodexo Suggest these insurance to be in ACCF's scope. The insurance for the ACCF premises to be taken by the ACCF.	ACCF will take insurance for Items provided by ACCF. For vendor's items vendor will be responsible to take necessary insurance. Vendor should take indemnity insurance.	
12	-	-	In the tender the rates for the Doctors and Nurses foods are not mentioned. Usually in hospitals catering services, most of the hospitals provide free on duty meals to doctors and nurses. Would request to mention the same in the tender. Rates for conference & special events should also be mentioned.	No change. Rates mentioned in the BoQ shall be applicable. ACCF staff shall pay on its own until further orders.	

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13	ANNEXURE-8: Financial Proposal Format Pg No.44	MORNING TEA BREAKFAST EVENING TEA Mandatory retail items	In the tender rate of Tea/Coffee (50ml) is considered as Rs. 5 for ACCF staff and Rs. 10 for others. As the costing of tea & coffee is different so request you to consider separate rate for coffee, tea rate is fine as mentioned. But please look into the rates of coffee which need to be revise.	No Change.	
14	2. Notice Inviting Tender	Last date and time of Proposal submission (Online) 28-June-2022 till 1500 Hrs.	Since the corrigendum is yet to publish, we request you to revise the final date for bid submission.	Sufficient time is available for participation.	
15	10. Payment Pg No.38	10.1 The payment shall be made to the Service provider on monthly basis.	We request your confirmation on the below payment clause Service provider will raise monthly invoice and submit it by 7th day of the following month and the payment of the preceding month will be released within 15 days from the date of invoice submission.	No change. Payment shall be released within 30 days from the date of valid bill submission.	
16	Delivery Timelines	9.4 Contractor is required to start operation within 20 days from the date of award of tender.	Since it is a large mobilisaiton in remote location which required, hiring training, licensing etc., we suggest 30 days to start from the signing date of the contract or handing over the premises which ever is later	9.4 Contractor is required to start operation within 30 days from the date of award of tender.	
17	9 OTHER TERMS AND CONDITIONS:	9.2 Security Deposit: The contractor shall pay a sum equivalent to three months' Rent (license fee) towards security to ACCF. The Security Deposit shall be released only after one month from the date of expiry of the contract after deducting outstanding dues, if any subject to satisfactory work. ACCF reserves the right to recover any statutory dues or other dues from the Security Deposit.	This is referred to in context of rent. There is no such arrangement therefore we propose the deletion of this provision	No Change	
18	14 INSURANCE & INDEMNITY	-	Suggested addition- A party shall indemnify and shall keep the other party indemnified from and against all costs, claims, losses, damages, demands, liabilities, causes of action, proceedings, awards or judgments incurred by or brought or made against the other party to the extent that they were caused by or contributed to by any negligent act or omission of a party or its (a party's) employees, agents or contractors.	No change	
19	14 INSURANCE & INDEMNITY	-	Suggested addition- If at any time during the subsistence of this Agreement, for reasons beyond its control, unable to carry out the work in terms hereof and/or the Property or building in which it is situated is destroyed or damaged by fire, tempest, earthquake, accident, Act of God, war, flood, etc. i.e. Force majeure so that the work and the terms of this Agreement cannot be reasonably fulfilled, the same shall not be treated as breach of agreement and either parties shall have the option to	No Change	

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			put an end to this Agreement forthwith if such force majeure events continues for more than 15(fifteen) days.		
20	-	-	Maximum number of operational Beds that can be occupied by patients and approximate number of deployed Staffs of ACCF should be mentioned in bid for analysis of business by vendor.	Barpeta hospital is 139 bed hospital accordingly bidder shall estimate business opportunities.	
22	BoQ S No 1	Tea / Coffee (150 ml) Retail price : 10 Rs ACCF staff rate: 5 Rs		Tea (60 ml) Retail price: 10 Rs ACCF staff rate: 5 Rs Coffee (60 ml) Retail price: 10 Rs ACCF staff rate: 5 Rs	

Rest of the tender terms remains the same.

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Head Procurement