

GOVT. OF ASSAM

OFFICE OF THE PRINCIPAL CUM CHIEF SUPERINTENDENT
Tezpur Medical College & Hospital, Tezpur, Bihaguri-784010, Assam.

(Under Society for Medical Education Tezpur)

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No. **SMET/TMC/e-NIT/792/2017/3001**

Date: 07/05/2022

DETAILED NOTICE INVITING TENDER

Outsourcing of Patient Dietary Services for Tezpur Medical College Hospital, Tezpur

e- Tenders are invited by the Principal cum Chief Superintendent of Tezpur Medical College & Hospital (TMC&H), Tezpur, from competent and experienced contractors for providing of cooked diet for indoor patients admitted to the Tezpur Medical College Hospital (TMCH), Tezpur as per terms & conditions contained in the Tender document.

The Contractual Agencies can submit their tender documents (Online) as per the dates mentioned in the key dates:

Key Dates

S. No	Tender activity schedule	Date & Time
1	Publishing Date	07.05.2022 17.00 Hrs
2	Document Download Start Date	07.05.2022 17.05 Hrs. onwards
3	Bid Submission Start Date	08.05.2022 14.00 Hrs
4	Bid Submission Closing Date	30.05.2022 14.00 Hrs
5	Bid Opening Date (Technical Bid)	31.05.2022 15.00 Hrs.
7	Financial Bid Opening Date	Will be intimated Later

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria:

Bidders who fulfill the following Criteria shall be eligible to submit the bids with documentary evidence. Joint ventures are not accepted.

a) Bidder must be competent firm registered in India and in the business of Catering/Dietary Services (Preferably Patient Diet in Hospital) at least for 03 (three) years in any of the places like Govt. Hospital/Other organization (Govt./PSU/Autonomous Body etc.) for minimum 100 persons/patients per day. If the bidder/agency has provided patient diet services in Hospital having 300 to 500 beds, it would be the added advantage. **The bidder should provide required evidence in this regard. The bidder should have satisfactory performance certificate from the concerned institution where the services have been provided. The**

evidence produced in this regard should have clear mention about the number of persons/patients served per day.

b) Bidder should have a minimum average annual turnover of Rs. 50 Lakh per year in the last 3 financial years. Balance sheet with profit and loss account **or** Annual turnover statement certified by the chartered accountant for the last three financial years is to be submitted in this regard.

c) Trade license essential for carrying out the activities under this contract.

d) PAN CARD of the Proprietor/Firm/Company/Other Business Entity.

e) Registration under Goods & Service Tax.

f) EPFO and ESI No. (If applicable) as well as labor license.

g) Registration Certificate under Contract Labour (R & A) Act,1970.

h) Registration certificate from Health authority (Food safety and standards Authority of India (FSSAI)

i) Bidder must not be blacklisted/ debarred by any Govt. Institutions/ Agency. There should be no pending case against the bidder/partners/authorized signatory in any court of law/Police/Investigative agencies (An affidavit to this effect is to be submitted on non-judicial stamp paper & duly notarized by Notary Public).

2. **Earnest Money Deposit (EMD) of Rs 2,00,000/-** (Rupees two lakh only): The bidder shall have to pay the requisite EMD through online payment only. EMDs will be automatically refunded as mandated under the online system.

3. **Tender Processing Fee** of Rs. 2,000/- (Rupees two thousand only) (Non-refundable): The bidder shall have to pay the tender processing fee through online system.

4. The technical bid should contain all the relevant information and essential enclosures.

5. The bidder will have to produce original copy of all documents if asked for when required.

6. Canvassing, whether directly or indirectly in connection with the tender, is strictly prohibited and the tenders, submitted by the contractors, who resort to canvassing, will be liable to rejection.

7. **Processing of Tender:**

i. The technical bid shall be opened on the schedule date & time.

ii. In case non submission of EMD, the tender would be rejected without assigning any reason.

iii. The technical bid shall be examined on the basis of information/documents submitted by the bidder.

iv. In Technical evaluation, score will be allotted to the agencies based upon their credentials.

v. The price bid shall be opened only for those bidders who is eligible & substantially responsive as per bidding documents and have scored at least 25 marks and above out of 50 marks as per the following evaluation matrix:

S. N.	Criteria	Criteria Total	Sub-criteria & Marking Methodology
1	Catering/dietary Services for minimum 100 persons/patients per day.	30	3-4 years=20 marks 4-5 years=25 marks Above 5 years=30 marks
2	Patient diet services experience in Hospital having 300 to 500 beds.	10	Per year=2 marks
3	Average Annual Turnover of the bidder during last 3 Years.	10	Per Ten Lakh=1 mark

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8. Award Criteria:

This service is outsourced for providing good, healthy and nutritious food to the patient essential for fast recovery, so no compromise in the quality of services and the policy will be of zero tolerance. Mere being L1 does not confer the right for award of contract. The reasonableness of the rate will influence the selection. The price quoted by the bidder shall not in any case be below Rs. 130/- and also not exceed Rs. 150/- (Without GST).

The Institute will award the contract to the successful bidder whose bid has been determined as the lowest bid, provided further that the bidder quotes its rate within its limit as prescribed above. In case the lowest rates quoted by two bidders will be same, the bidder having more scores in technical bid will be considered for award of work.

9. Assistance to Dietary Service Contractor:

- a. The TMCH authority shall provide suitable space for operating dietary services kitchen in the hospital premises, TMCH, Tezpur.
- b. The contractor will be provided free space, electricity and water. Hospital diet will be planned & prepared in kitchen provided in the hospital premises. The contractor will be responsible for ensuring that water supply, plumbing, drainage and furniture including air cooling and exhaust also LPG Pipeline system and gas bank are working appropriately for dietary service requirement. The existing utensils/equipments (Boylers, burners, trolley) will be provided by the institute for use of the contractor but the maintenance will be done by them and additional utensils and trolley, if required etc. will be on the part of contractor. The refilling of LPG Gas Bank will also be on part of contractor. The contractor shall not be entitled to any other assistance from TMC&H, either in the procurement of raw materials or in the securing of labour and transportation facilities etc.
- c. The hospital will provide free water, while the water purifier and its maintenance is to be done by the contractor itself and free electricity only for general illumination and aeration of the Patient Diet Kitchen.

INSTRUCTIONS TO BIDDERS

1. **Bidder should visit the site before quoting rates in e-tender:** Intending bidder should visit the TMCH and make himself thoroughly acquainted with the site condition, nature and requirements of the work, the kitchen-site, facilities for transportation, labour supply, storage of materials and removal of rubbish/kitchen waste. The rate quoted by the contractor shall take care of all contingencies required for operating efficient indoor patient diet supply at the TMCH. The successful bidder shall not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which, in the opinion of the TMCH authority might be deemed to have reasonably been inferred to be so existing before commencement of the indoor patient diet supply services contract.
2. **Clarification on e-Tender Document:** A prospective bidder requiring any clarification on any issue of the e - tender document may take up the with the tendering authority via its e-mail which would responded as quickly as possible.

3. **Documents comprising the bid:** The tender prepared by the tenderer shall comprise of (1) Technical Bid and (2) Financial Bid:

DOCUMENTS REQUIRED TO BE SUBMITTED WITH TECHNICAL BID:- The tenderer must upload and submit the following documentary proofs duly signed, stamped on each page of the same in the technical bid:

- (a) The entire tender notice in token of acceptance by the tenderer of all terms & conditions.
- (b) Online payment proof of Tender fee.
- (c) Online payment proof of EMD or exemption certificate.
- (d) Income Tax Pan.
- (e) GST Registration along with copy of last return filled.
- (f) ESI & PF Registration Certificate.
- (g) Certificate of Incorporation/Partnership Deed.
- (h) Proof of office address.
- (i) Valid Trade Licence.
- (j) Valid labour Licence.
- (k) Valid Food Licence.
- (l) Power of Attorney in favour of signatory of bid (if applicable).
- (m) Annexure-II along with documents in support of Particulars of Experience as mentioned therein.
- (n) Audited Balance Sheet and Profit & Loss A/c for last 3 years duly authenticated by a Chartered Accountant.
- (o) Turnover certificates for the last three years duly authenticated by a Chartered Accountant.
- (p) Affidavit asked for under clause (i) of eligibility criteria.
- (q) Any other document which the bidder feels that it will give weightage.

Notes:

In the event of non-receipt of any of the above documents with the Technical Bid, it will be presumed that the bidder could not fulfill that particular criteria and hence the bidder will be disqualified from the process.

It is the responsibility of bidder to go through the e-tender document to ensure furnishing of all required documents in addition to above, if any.

FINANCIAL BID:- The financial bid shall contain:

Bill of Quantity (BOQ) as per Annexure-I.

The bidder should quote rates online in the Bill of Quantity (BOQ) in the space marked for quoting rates.

SPECIAL TERMS AND CONDITIONS

1. **Manual bid shall not be accepted in any circumstance.**
2. The complete bidding process is online bidding. Bidder should be possession of valid Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
3. The selected bidder should be in a position to start dietary services on short notice.
4. The dietary services are required to run on all days including Sundays & Holidays.
5. The contractor selected for providing dietary services in TMCH will be required to maintain highest level of cleanliness and standard of hygiene with regard to the persons under his employment and utensils for serving the food.

6. The contractor will be responsible for maintaining adequate number of persons engaged in cooking, distribution of food and disposal of garbage from Diet Kitchen to designated place in the Hospital and left over food. Contractor should provide at least two pairs of approved uniform to its workers on his own cost. The personnel, so appointed should have the basic knowledge of personal hygiene and safe & clean methods of food handling, they should be of good moral character & decent behavior.
7. The quality of the raw materials to be used for preparation of food should be of highest standard and fresh.
8. The contractor will use only branded raw materials for preparation of items/food stuffs. A good & standard quality of spices, oil/ghee, butter etc. will be used for cooking & serving of the food and eatables. The contractor must avoid use of heavy & inferior quality spices, oils, chemicals, colors etc. in preparation of the food stuffs in order to maintain the natural taste, nutrients and hygienic conditions of the prepared materials/items.
9. The contractor shall bear all the expenses for running the dietary services and the TMC&H shall not in any manner be liable for any damage caused due to incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury or injury caused to its workmen while discharging their duty.
10. The contractor shall not be entitled to use the accommodation allotted by the TMCH for any other purpose or business other than running of dietary services at TMCH premises.
11. The list of personnel deployed for food preparation, handling and serving have to be intimated to the Competent Authority of TMCH from time to time and their attendance should be properly recorded by the contractor.
12. There shall be no compromise on the quality of food supplied by the contractor and if any such incidence or food adulteration is found, action as 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.
13. The dietary services contractor has to cater to any additional need of TMC&H on short notice, if any such need arises during the tenure of the contract.
14. A Visitors Committee comprising of members nominated by the Govt. will carry out the scheduled, unscheduled/Surprise inspection of kitchen verifying the food quality, hygiene conditions during food preparation/distribution, performance of contractor, details of services with the assessment of behavior and etiquettes of contractor's staff handling the dietary services at TMCH. The Visitors Committee will have authority to collect the sample of food/raw material used in the kitchen any time for assessment of food quality.
15. The contractor shall provide dietary services at client's premises as per schedule of requirements by the client during the contractual period and it shall always form part and parcel of the contract. The contractor shall abide by such assignments as provided by the client from time to time. The contractor shall exercise adequate supervision to reasonably ensure proper performance of services in accordance with Schedule of Requirements. Manpower engaged shall be adequately trained for providing the services. The contractor shall provide services through its trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the contractor only and the client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the contractor. The client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the contractor reserves the right to remove the any personnel with prior intimation to the Client, emergencies, exempted.
16. The contractor shall cover its personnel for personal accident and death while performing the duty and the client shall own no liability and obligation in this regard.

17. The contractor shall issue identity cards to all its employees who will be instructed by the contractor to display the same at all times. The personnel of the contractor shall not be the employees of the client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract.
18. The contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. The contractor shall not employ any child labour in the dietary services work.
19. The contractor shall be solely responsible for the employment of persons and payment of wages and other benefits to his labourers and the client shall in no way be responsible for the same.
20. In case any workman of the contractor suffers any injury / damage or meets with an accident during the discharge of duties, the entire cost of compensation should be borne by the contractor and client shall stand indemnified against any such claim for compensation.
21. The labourers shall be given weekly off after six continuous working days.
22. The contractor shall not Sub-Contract or Sub-let, transfer or assigns the contract or any other part thereof.
23. **Performance Security Deposit:** The successful bidder will be required to deposit performance security deposit of Rs. 2,00,000/- within such specified period as may be decided by the tender inviting authority and on this failure, the offer of contract shall be cancelled without further reference and earnest money shall be forfeited. The performance security deposit shall be kept till conclusion of the contract period. In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of performance security deposit shall be liable to be forfeited by Principal cum Chief Superintendent, TMC&H and his decision in this regard shall be final.
24. **Payments:** After selection of the successful bidder as contractor, a price schedule shall be annexed to the Articles of Agreement according to which all Payments shall be made to the contractor by the client for the services rendered. The contractor shall raise invoice per month and submit the same to client by 5th of every following month. The client shall make all endeavor to make the payments within 15-20 days from the date of the receipt of the invoice, to the contractor subject to the availability of Govt. budgeted fund. In addition to the contract payments, the client shall pay for any additional services required by the client, which are not specified in the Price Schedule, the cost for which will again be mutually decided by the client and the contractor.
25. **Labour law compliances:** The engagement and employment of labours and payment of wages to them as per exiting provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/ laws are complied with by the contractor.
26. The contractor shall only use LPG as cooking fuel. Use of electricity as fuel or polluting fuels like wood, other fossil fuels etc. shall be deemed to be a lapse in the services being provided by the contractor.
27. The contractor must use clean cereals & vegetables. The standard of food articles will be verified by hospital administration & food samples will be sent to laboratory for checking. Cleanliness of kitchen will be responsibility of contractor. He will have to take technical guidance of dietician. Food articles having food safety & standard certificate should be used by contractor. Personal hygiene of cooks will be responsibility of contractor. Distribution of diet will be under supervision of staff nurse of ward and dietician. Hospital diet is a continuous process on daily basis, 365 days a year with change of menus as per the advice of treating doctors.
28. All meals to be supplied in stainless steel plate trays. All foods to be served hot till the diet reaches the last patient and it will be the responsibility of the contractor to device a method to do

so. Nails of cooks should be clean, Apron, cap should be used while serving. Not to keep any food & utensils on floor & keep it on platform only. In case the contractor wants to change the menu for reasons including non-availability or otherwise, then he should take permission for the same from the Dietician.

29. **Force Majeure:-** The contractor shall not be liable for forfeiture of its performance security, liquidated damages, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

30. **Period of contract:-** The period of contract will be for a period of two years. However, the agreement will be done yearly.

31. **Annual Rate Revision:-**

31.1 Rate Revision of contracted basic rate will be considered for revision on annual basis from the date of Contract, as per the following formula:

- a) 50% weightage for monthly Wholesale Price Index (WPI) of “All Commodities” and
- b) 50% weightage for monthly Wholesale Price Index (WPI) for “Food Articles”

These indices will be taken from the Website of Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP)

31.2 GST as per actual will be applicable.

32. **PENALTY:**

In case of deficiencies in providing quality service, the authority will have the right to impose penalty to be deducted from the monthly bill.

Penalty clauses for Diet Services		
1	Complaint regarding diet quality from patient or hospital staff.	Replacement of food and Rs. 100 per complaint.
2	Not supplying hot food till it reaches patient and in steel trays.	Rs. 500 per patient per day.
3	Not using apron, cap while cooking and serving and not removing nails of cooks employee weekly.	Rs. 100 per occasion.
4	System of keeping utensils with food on kitchen platform not followed.	Rs. 100 per occasion.
5	Not covering utensils containing food in plate.	Rs. 100 per occasion.
6	System of using separate towel not followed.	Rs. 100 per occasion.
7	If diet provided to patient is incomplete as per approved menu, provided late or missing.	Diet will be arranged by hospital the charges for the same will be deducted from operator's bill including penalty.
8	If the diet is not supplied as per time schedule.	Diet will be arranged by hospital the charges for the same will be deducted from operator's bill including penalty.
9	Deficiency or lapse in hygiene at preparation site.	Rs. 500 per occasion.
10	If the staff of the operator is found without prescribed uniform and if improper conduct of the staff is observed.	Rs. 500 per occasion.. This will be in addition to the rights of the hospital administration to remove such staff from the dietary service.

(33) Diet schedule is as under:-

(i) Diet Schedule for average patients (Per patient per day)

Time	Menu	Quantity
Morning Tea	Tea one cup	150 ml
	Sugar	12.5 gm
	Milk / Milk Powder	25 ml / 2.5 gm
	Biscuit	2 pcs.
Breakfast 7.00 to- 8 AM	Milk-	150 ml
	Bread -75 gm with butter/jam	4 slice
	Boiled egg	1 pcs.
	Fruit : Banana / seasonal fruits	1 Pcs.
	Puri / roti	4 pcs
	Bhaji	125 gm
Lunch 12.00 to1.30PM	Rice-	50 gm
	Dal-	35 gm
	Meat 3 days a week	100 gm
	Fish 4 days a week	50 gm
	Paneer- All days of a week (for vegetarian patients only) -	100 gm
	Chapati - 2 pcs.	100 gm
	Bhaji of leafy vegetable	125 gm
	Salad (Cucumber, onion, tomato)	50 gm
Tea 4 PM	One cup Tea	150 ml
	Sugar	10 gm
	Milk / Milk powder	25 ml / 2.5 gm
	Biscuit	2pcs
Dinner 7:00PM 8 PM	Rice -	50 gm
	Dal-	35 gm
	Chapati-	2 pcs
	Mix vegetables (Bhaji)- seasonal vegetable	125

(ii) Diet Schedule for ANC and PNC (Per patient per day)

Time	Menu	Quantity	Ingredients
Breakfast Morning 07.00	Tea	1 (Cup)	Sugar- 10 gm, Milk/Milk powder- 25 ml/ 2.5 gm
	Biscuit	2 pcs	Biscuit
Morning 08.30	Bread with butter / jam	4 Slice	Flour / Wheat bread
	Boiled eggs	1 pcs.	Egg
	Milk	1 glass - 200 ml	Milk
	Banana	1 pcs	Banana
Afternoon Lunch 12.00	Rice,	1 Cup	50 gm.,
	Chapati,	3/ 4 pcs	Wheat Flour - 100gm.
	Dal / Sprout	1 plate	50 gm

	Oil	10 ml	Edible oil
	leafy vegetables (Bhaji)	Small Plate	Green leafy vegetables - 100 gm.
	Salad (Cucumber, Tomato, Onion)	1 plate	Cucumber/Tomato - 20 gm., Onion-10 gm,
	Fish four days a week	1 plate	50 gm
	Meat three days a week	1 plate	100 gm
	Paneer (for vegetarian patients only) all days of a week	1 plate	100 gm
Afternoon 04.00	Tea	(1 Cup)	Sugar - 10 gm., Milk/Milk powder- 25 ml/2.5 gm
	Biscuit	2 pcs	Biscuit
Night Dinner 08.00	Rice,	1 Cup	50 gm.
	Chapati,	3/ 4 pcs	Wheat flour- 100 gm.
	Dal / Sprout	1 plate	Dal/Sprouts - 50 gm.,
	Oil	10 ml	Edible oil
	Vegetables Sabji	1 plate	Green leafy vegetables - 100 gm.
	Mixed salad	1` plate	Cucumber/Tomato - 20 gm., Onion -120 gm

Total Calorie: 2500

- (iii) Special Diet (Per patient per day):** As per the requirement of the hospital authority, the diet supplier has to provide special diet, as mentioned below, modifying the general diet given in the above schedule. Such special diets different from routine menu should be accommodated as per instructions of the hospital authority.
- Butter milk diet.
 - Diabetic diet.
 - High protein diet.
 - Salt free diet.
 - Cardiac diet.
 - Cancer diets.
 - Dialysis diets.
 - Paediatric diets.

Bill of Quantity (BOQ)**Tender Inviting Authority: Tezpur Medical College & Hospital, Tezpur.****Name of Work:****Tender No.****Bidder Name:**

Sl. No	Item Description	Average Rate Offered per patient per day (In Figure)	Average Rate Offered per patient per day (In Word)
	<p>General, ANC & PNC, Special Diet (Butter Milk Diet, Diabetic Diet, High Protein Diet, Salt Free Diet, Cardiac Diet, Cancer Diet, Dialysis Diet, Paediatric Diet etc.)</p> <p>Special Note:</p> <ol style="list-style-type: none"> 1. Rates for all types of diets may be adjusted to have uniform rate applicable for all. 2. Offer of rate submitted shall be inclusive of all charges, statutory obligations (ESI/EPF, if applicable, for the staffs engaged by the contractor for the dietary service) and any other expenses related or incidental to performance of the job under reference and with regards to terms and conditions specified herein before. 3. GST, as applicable, will be paid extra. 		

To be uploaded with digital signature of the authorized personnel of Bidder.

Annexure-II

Format of Experience Particulars of the bidder

S. No.	Details of clients along with address, telephone and Fax numbers	Nature of services provided	Number of persons/patients served per day under the contract (Specific documentary proof in this regard is must)	Duration of Contract	
				From	To
1					
2					
3					
4					

(Extra sheet to be added if required)

Note: Copies of proofs duly self-attested must be enclosed with the bid and Original proof to be submitted when asked.

Signature of tenderer with seal