

**GOVERNMENT 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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**Ref No. SMET/TMC/e-NIT/792/2017/**

**Dated: 10/07/2017**

**SHORT NOTICE INVITING TENDER**

Online bids under two bid systems are invited through e-tendering from competent and experienced dietary services contractors for providing supply of cooked diet for indoor patients admitted to the Tezpur Medical College Hospital (TMCH), Tezpur. TMC&H intends to enter into Rate Contract for two years with approved licensed dietary service providers which can offer dietary services as per terms & conditions contained in the Tender document. The bid documents for the above outsource dietary services for patients will be available online from 11/07/2017 (17.00 Hrs. onwards). Last date to fill/upload the tender through e-tendering is 10/08/2017 upto 14:00 hrs. & technical bid will be opened at 11:00 hrs. on 11.08.2017. For submission and to view tender's other details, please refer detailed NIT on e-tender portal at <https://assamtenders.gov.in>

The Principal, TMC&H, does not bind himself to accept the lowest tender and reserves to himself the right to accept any or reject any or all tenders without assigning any reasons thereof.

*Sd/-*

**Principal cum Chief Superintendent**  
Tezpur Medical College & Hospital  
Tumuki, Bihaguri, Tezpur, Sonitpur, Assam

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

**Dated:10/07/2017**

**DETAILED NOTICE INVITING TENDER**

For

Outsourcing of dietary services for Tezpur Medical College Hospital, Tezpur

e- Tenders are invited by the Principal of Tezpur Medical College & Hospital (TMC&H), Tezpur, from competent and experienced dietary services contractors for providing supply of cooked diet for indoor patients admitted to the Tezpur Medical College Hospital (TMCH), Tezpur. TMC&H intends to enter into Rate Contract for two years with approved licensed dietary service providers which can offer dietary services as per terms & conditions contained in the Tender document.

Any future corrigendum(s)/addendum (s) etc., if any, shall be communicated through the e-procurement portal only.

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	11.07.2017 15.00 Hrs
2	Document Download Start Date	11.07.2017 17.00 Hrs

3	Pre-bid meeting	17.07.2017 14.00 Hrs
4	Issue of Corrigendum/Addendum, if any	18.07.2017 15.00 Hrs
5	Bid Submission Start Date	19.07.2017 14.00 Hrs
	Bid Submission Closing Date	10.08.2017 14.00 Hrs
6	Manual Submission of Tender Fee, EMD and Hard Copies of Technical Bid	10.08.2017 Upto 13.00 Hrs.
7	Bid Opening Date (Technical Bid)	11.08.2017 11.00 Hrs.
8	Financial Bid Opening Date	Will be intimated Later

In case the day of opening of e-tenders happens to be holiday, the tenders will be opened on the next working day.

The date of opening of Financial Bid shall be fixed at the time of opening of Technical Bid.

### **GENERAL TERMS AND CONDITIONS**

#### **1. Eligibility Criteria:**

- a. The bidder /outsourced agency should have minimum 3 years of relevant experience in dietary service in similar government offices/ PSUs/Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted in the technical bid along with the offer.
- b. The bidder must possess the requisite valid license issued by the Competent Authority for carrying out the dietary service as well as those pertaining to employment of persons under him.
- c. The tenderer should have valid registration with concerned taxation authorities.
- d. The average annual turnover from similar jobs of the firm should not be less than 20 lakhs in the last three years ending 31st March of the previous financial year. This should be duly certified by a Chartered Accountant.

The tender of the bidders who does not satisfy the eligibility criteria as mentioned above are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.

2. **Earnest Money Deposit (EMD) of Rs 50,000/-** ( Rupees fifty thousand only) in the form of a Demand Draft of a Nationalized or scheduled bank issued in favor of “Member Secretary, SMET, Tezpur” and payable at Tezpur shall be required to be tendered by the prospective contractors . EMD of the unsuccessful bidders will be returned within 15 days from the date of issue of work order. In case of successful bidder, the EMD will be refunded after execution of the order or alternatively it can be converted into part payment of the performance security deposit. **Payment will be approved only after physical receipt of the Demand Draft.**
3. **Tender Fee** of Rs. 5,000/- (Rupees five thousand only) (Non-refundable) in the form of demand draft only, payable to “Member Secretary, SMET, Tezpur” and payable at Tezpur shall be required to be submitted by the bidders without which the tender will be regarded as non-responsive. **Payment will be approved only after physical receipt of the Demand Draft.**
4. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Tender Fee & Earnest Money Deposit (EMD).
5. Since it is a Patient Diet Kitchen/Catering Services Contract Package, tender for part of the requisite services will not be accepted. The rate of the total dietary services will ONLY be considered.
6. The tenderer will have to produce original copy of all documents if asked for when required.
7. **Manual Submission of Tender Fee and EMD along with Hard Copies of Technical Bid:** In this envelope, the bidder shall include the following documents in physical form. The Tender Reference No, name of work and name of tenderer are to be mentioned clearly on the envelope. This envelope must reach the tender inviting authority before the expiry date & time of bid submission.
  - a. Demand Draft towards tender fee in original.
  - b. Demand Draft towards EMD in original.
  - c. Hard copies of Technical bid. For any discrepancy between the online technical bid and the hard copies of the technical bid, the online technical bid will prevail and govern the evaluation.

Note: As the reference details of EMD and tender fee instruments are required to be filled at the time of online bid submission stage, the bidders are required to keep a copy of the same before manual submission.

8. **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.**

## **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 bidder requiring any clarification on any issue of the e - tender document may take up the same with the e-tender inviting authority in the pre-bid meeting.
- 3. Documents comprising the bid:**

The bid prepared by the bidder 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) Duly filled in Tender Application Form for supply of patient diet as per Annexure-1.
- (b) Scanned copy of Demand Draft (EMD) or documents in support of EMD exemption.
- (c) Scanned copy of Demand Draft (Tender Fee).
- (d) The entire tender notice in token of acceptance by the tenderer of all terms & conditions.
- (e) Income Tax Pan.
- (f) Sales Tax/VAT/Service Tax/GST registration certificate (As statutorily applicable) clearly showing the class/classes of goods/services for which registration has been obtained along with copy of last return filled.
- (g) ESI & PF Registration Certificate along with copies of last 2 (Two) years returns.
- (h) Certificate of Incorporation/Partnership Deed.
- (i) Proof of office address.
- (j) Valid Trade Licence.
- (k) Valid labour Licence.
- (l) Registration Certificate-up-to-date Food Licence.

- (m) Power of Attorney in favour of signatory of bid (As per Annexure-IV, if applicable).
- (n) Annexure-III along with documents in support of Particulars of Experience in dietary services mentioned therein.
- (o) Income Tax Return Filed Acknowledgements for last Three years along with audited Balance Sheet and Profit & Loss A/c for last 3 years duly authenticated by a Chartered Accountant.
- (p) Turnover certificates for the last three years duly authenticated by a Chartered Accountant.
- (q) Bank solvency certificate on any date after publishing of this e-tender for an amount equal to Rs. 5 Lakhs.
- (r) Bidder's undertaking as per Annexure-V.

**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.

**Hard copies of documents uploaded and submitted in the technical bid along with the original copies of demand drafts in respect of EMD and Tender Fee should reach the e-tender inviting authority on or before closing date and time as mentioned in the key dates.**

**FINANCIAL BID:** - The financial bid shall contain:

Price Schedule/Bill of Quantity (BOQ) as per Annexure-II.

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

**4. Technical Evaluation Criteria:**

Detailed technical evaluation shall be carried out by Tender Evaluation Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The TMC&H's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The TMC&H shall

evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.

The tender evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion / presentation.

Financial bids of only those bidders who qualify the technical criteria will be opened, provided all other requirements are fulfilled.

A bid determined as substantially non-responsive will be rejected by the TMC&H and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.

#### **5. Financial Evaluation Criteria:**

The financial bid shall be opened of only those bidders who have been found to be technically eligible.

The Principal, TMC&H, does not bind himself to accept the lowest tender and reserves to himself the right to accept any or reject any or all tenders without assigning any reasons thereof.

If two or more firms quoted the same rates, contract will be awarded to the firm who has more turn over during last three years and previous experience of providing similar service.

TMC&H shall consider awarding the contract to that bidder whose offer has been found technically, commercially and financially acceptable. TMC&H reserves the right to counter offer price against price quoted by any bidder.

#### **6. Assistance to Dietary Service Provider:**

- 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 cum restaurant area 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. TMC&H shall not permit the electricity on free of cost for Refrigeration and other Cooking accessories/Equipment and for this purpose the contractor will be required to be give the detail of connected load and shall be charged on each month wise (if required the separate Electricity Meter should be installed in the Patient Diet Kitchen by TMC&H and as per actual reading certified by the TMC&H, the Electricity Charge on each month will be recovered from the contractor.

### **SPECIAL TERMS AND CONDITIONS**

#### **(Annexure to Agreement)**

1. The rate quoted by the bidder should not be higher than the rates at which it may be running such services at other Government Institutes/ Ministries/ Departments/ PSUs etc.
2. The firm should be in a position to start dietary services on short notice. The Contractor shall commence services in Client`s premises within 21 days from the date of receipt of award of contract. If the contractor fails to start the services within the period (s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the contract value for each week or part thereof of delay until actual commencement of the service, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider for termination of the Contract.
3. Prices quoted by the bidder shall be fixed during the bidder`s performance of the contract and not subject to variation on any account except in cases of statutory payments. A bid submitted with an adjustable price quotation will be treated as non- responsive and will be rejected.
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 all the 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 persons associated with preparation and distribution of food will be required to undergo periodical medical check-ups to rule out the possibilities of communicable disease / infectious diseases and anybody found suffering from such has to be kept out of work till he / she is fully recovered.
12. 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.
13. There shall be no compromise on the quality of food supplied by the tenderer 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.
14. The dietary services contractor has to cater to any additional need of TMC&H on short notice, if any such need arises in the tenure of the contract.
15. A Diet Monitoring Committee of TMCH Officials 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 staff handling the services frequently at TMCH. Diet Monitoring Committee of TMCH will

have authority to collect the sample of Food/raw material used in the kitchen any time for assessment of food quality.

16. 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.
17. 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.
18. The contractor shall issue identity cards / identification documents 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. The contractor shall make them known about this position in writing before deployment under this agreement.
19. 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.
20. The contractor shall be solely responsible for the employment of persons and payment of wages and other benefits to his labourers and Purchaser shall in no way be responsible for the same. He should not wait for the Purchaser's payment to pay to his labourers.
21. 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 Purchaser shall stand indemnified against any such claim for compensation. Proper substitute arrangement is required to be made against absent.
22. The labourers shall be given weekly off after six continuous working days.
23. **Contractor's liability**:-The contractor shall completely indemnify and hold harmless the purchaser and its employees against any liability, claims, losses or damages sustained by it or them by reason of any

breach of contract, wrongful act or negligence by the contractor or any of its employees engaged in the provision of the dietary services to the client.

24. The contractor shall not Sub-Contract or Sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor contravening this condition, purchaser shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the purchaser may sustain in consequence or arising out of such replacing of the contract.
25. The purchaser shall comply with and fulfill the recommendations (if any), if deemed necessary by the purchaser, made in writing by the contractor in connection with the performance of the services. The purchaser shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees in connection with the services as soon as possible after the client becomes aware of them.
26. **Termination for insolvency:** If the contractor becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the contractor without any compensation, whatsoever, to the contractor, 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.
27. **Performance Bank Guarantee:** The successful contractor will be required to deposit security money (interest free) Bank Guarantee for Rs. 2,00,000/- within such specified period as may be decided by the competent authority and on failure, the offer of contract shall be cancelled without further reference and earnest money may be forfeited. The performance Bank Guarantee should be valid 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 shall be final. The expenses on account of executing performance bank guarantee formalities shall be paid by the bidder
28. **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. 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. All payments shall be made in Indian currency by means of an account payee cheques only. Client shall be entitled to deduct in accordance with applicable law, income tax or withholding tax or other deductions

(as the case may be), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor. Client shall provide a certificate certifying the deduction so made. No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

29. The contractor shall maintain a Diet Service Supply Register, which will be verified by designated official of TMCH time to time. At the end of the each month, the signature of the designated official of TMCH is to be made on the register certifying the arithmetical accuracy of the amounts particulars for claiming the corresponding bill by the contractor. The format of the said register would be as follows:-

Date	Name of Ward	Numbers of diets-other than admission diets (Put 1 against 1 patient)	Admission diets. (Put 0.5 against 1 patient)	Total numbers of diets for billing purpose.	Signature of Sister -In Charge (Ward) with seal

30. **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 contactor. All wages, allied benefits such as leave, ESI, PF , Bonus etc. shall be paid by the contractor and client shall be not incur any liability or additional expenditure whatsoever for personnel deployed .

31. The Contractor shall abide by all labours laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the contractor to client every month along with the bill. The contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safely, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses. The contractor shall be liable for any legal dispute / case/ claims that arises or may arise during currency of the contact due to non-compliances of labour or other related laws. The contractor shall be responsible

for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past, or may arise during the course of performance of contract. The Contractor shall submit periodical returns as may be specified from time to time.

32. The contractor shall maintain complete official records of disbursement of wages/ salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in client's office.

33. **Use of Fuel:** 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.

34. **Responsibility of Contractors:** 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. The contractor shall provide its staff, a minimum of two sets of uniforms. The uniform shall be ..... (or any other color to be mutually agreed upon) and have the words "PATIENT DIET" printed clearly on the back of the uniform. The employees shall also display a photo identity card on their person clipped to the shirt at all times. Personal hygiene of cooks will be responsibility of contractor. He will have to make the food available for testing every day as per the time table decided by Medical Superintendent. 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.

35. **Manner of supply of food** - 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 Operator to devise 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 Operator wants to change the menu for reasons including non-availability or otherwise, then he should take permission for the same from the Dietician.

36. The tenderer who is awarded the work will have to make the agreement of contract on Rs.100 stamp paper to abide by the terms & condition of the e-tender documents. Performance security deposit of Rs.2 Lakh has to be deposited while signing the contract.

37. **Force Majeure:-** The service provider 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.

38. **Arbitration:-** In the event of any dispute or difference arising under the conditions of this contract or in connection with this contract, except as to any matter the decision of which is specially provided for by these on the conditions, the same shall be referred to the sole arbitration as appointed by the Principal cum Chief Superintendent, TMC&H. It will be no objection that the arbitrator is a Govt. servant, that he had to deal with the matter to which the contract relates for that in the course of his duties as a Govt. servant he had expressed views on all or any of the arbitration dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract, it is a term of this contract:-

Any dispute or difference of opinion shall be dealt under provision of the Arbitration Act.1996 and the rules their under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitrator proceeding under this clause.

The venue of arbitration shall be at Tezpur.

39. In case of non-compliance of any terms & conditions by tenderer, Medical Superintendent, TMCH will discontinue the contract immediately, by forfeiting the EMD.

**40. PENALTY**

In case of deficiencies in providing quality service, the authority will have the right to impose penalty as per decision of the Committee which shall be deducted from the monthly bill.

<b>Penalty clauses for Diet Services</b>		
1	Complaint regarding diet quality from patient of 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.

(41) 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 tol.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.

- a. Butter milk diet.
- b. Diabetic diet.
- c. High protein diet.
- d. Salt free diet.
- e. Cardiac diet.
- f. Cancer diets.
- g. Dialysis diets.
- h. Paediatric diets.

**FORMAT OF AGREEMENT/UNDERTAKING FOR OUTSOURCING OF  
DIETARY SERVICES**

- (i) That, I M/s....., (Firm) will make Dietary services as per the requirement of Tezpur Medical College Hospital for which requisition will be collected by the staff of the firm from the Dietician/wards in-charges daily before ..... AM .
- (ii) The firm will deposit a sum of Rs. 2 Lacs/- (Rupees Two Lakhs only) in form of BG/FD valid for the satisfactory execution of the agreement. Earnest money will be returned on receipt and acceptance of the security as mentioned above.
- (iii) Firm will record a certificate on each bill that the rates being charged are not higher than what they give to any other organization.
- (iv) The payment will be made on bill basis within 30 days. The bill will be cross checked with the requisition made by the ward in-charges/dietician and then countersigned authorised staff of hospital.
- (v) If the terms and conditions of the tender under this undertaking/agreement are not adhered to, the security deposit may be forfeited and rate contract be cancelled. The firm may also be debarred/black listed in that case.
- (vi) Notwithstanding anything contained in condition in tender document, TM&H shall be at liberty to terminate this contract by giving 30 days clear notice ending with the expiry of that month of contract without assigning any reason whatsoever. However, the tenderer may terminate this contract by giving 30 days clear notice ending with the expiry of the month of contract. The loss thus caused to TMC&H as a result of re-tendering of the contract shall be borne by the tenderer from the Security Deposit.

M/s \_\_\_\_\_  
Authorized Signature and Seal

Accepted  
Superintendent, TMCH

**FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be executed by any scheduled bank on Rs 100.00 Non Judicial Stamp/E Stamp Paper under bank's covering letter mentioning address of the bank)

To,  
The Principal cum Chief Superintendent,  
Tezpur Medical College & Hospital, Tezpur.

WHEREAS \_\_\_\_\_ (Name and address of the diet service contractor) (Hereinafter called “the contractor”) has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ for providing the patient diet services to TMCH (herein after called “the client”).

AND WHEREAS it has been stipulated by you in the said contract that the contractor 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 client such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of. \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor 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 contractor 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 contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 24 (Twenty four) months from the date of issue (indicate date) ..... valid up to .....

.....

(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

## Tender Application Form for providing of dietary service to TMCH, Tezpur.

S. No	Particular	
1	Name of firm/agency/company	
2	Name of Proprietor/Director of the Firm/Agency/Company	
3	Full Address of Office including Reg. Office (Proof of office address is to be enclosed)	
4	EMD Details	DD. No. Drawn on Bank Amount Dated
5	Tender Fee Details	DD. No. Drawn on Bank Amount Dated
6	PAN, TIN, TAN, VAT, Service Tax/GST Registration No.	
7	Food Licence & Other Relevant Certificate Details	

8	Labour Licence, EPF, ESI Registration (Copy of the same to be enclosed if applicable)	
9	Financial Turnover for the last three financial years.	F.Y.-2014-2015: F.Y.-2015-2016: F.Y.-2016-2017:
10	Net Profit Statement for the last three financial years.	F.Y.-2014-2015: F.Y.-2015-2016: F.Y.-2016-2017:
11	Any other particulars that bidder may wish to include	

**Signature of tenderer with seal**

**Price Schedule/Bill of Quantity (BOQ)****Tender Inviting Authority: Tezpur Medical College & Hospital, Tezpur.****Name of Work:****Contract No. Tender No.****Bidder Name:****PRICE SCHEDULE**

<b>Sl. No</b>	<b>Item Description</b>	<b>Average Rate Offered per patient per day (In Figure)</b>	<b>Average Cost Offered per patient per day (In Word)</b>
	<p>General, ANC &amp; 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"> <li>1. Rates for all types of diets may be adjusted to have uniform rates for all EXCEPT admission diet which will be charged @ 50% of the Average Rate. The admission diet will be asked for cases admitted during post lunch period.</li> <li>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 to or incident to performance of the job</li> </ol>		

	<p>under reference and with regards to terms and conditions specified herein before.</p> <p>3. GST, if applicable, will be paid extra.</p> <p>4. There would be no increase in rates during the contract period under any circumstances.</p>		
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To be uploaded with digital signature of the authorized personnel of Bidder.



**Format of Experience Particulars during the last three years and prior to it**

S. No.	Details of clients along with address, telephone and Fax numbers	Nature of services provided	Amount of Contract (Rs.)	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**

**POWER OF ATTORNEY**  
**(On a stamp paper of relevant value)**

I/we .....(name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt.....(name and address) who is presently employed with us and holding the position of..... as our attorney, to act and sign on my/our behalf to participate in the tender no..... for .....

I/We hereby also undertake that I/we will be responsible for all action of Sri/Smt. undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the day -----of 2017 For\_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_

(Signature)

(Name, Title and Address of the Attorney)

Date: \_\_\_\_\_

**UNDERTAKING**

**(To be submitted on judicial stamp paper/e-stamp of Rs. 20/- and should be attested by  
Notary Public)**

**To**

**The Principal cum Chief Superintendent, TMC&H.**

1. I, \_\_\_\_\_  
Son/Daughter/Wife of Shri \_\_\_\_\_  
Proprietor/Director/Authorized signatory of the Agency/Firm/Company participating in  
the tender, am competent to sign this declaration and execute the tender document;
2. I, the undersigned, hereby solemnly declare and undertake as under:
3. I, the undersigned, hereby certify that I have gone through all the terms and conditions  
mentioned in the tender form document for providing of dietary service and I undertake  
to abide by them.
4. The information / documents furnished with the bid are true and authentic to the best of  
my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any  
false information / fabricated document would lead to rejection of my tender at any stage  
besides liabilities towards prosecution under appropriate law.
5. There is neither any vigilance case or criminal case pending against the firm nor the firm  
has been even black listed by any Government or private organization by any of the  
organization with whom, it had dealing for running similar Patient Diet Kitchen/Catering  
Services during last three years nor has been penalized for inferior or poor quality in their  
services.

6. That the Price Bid amount quoted by me in the Tender is valid and binding upon me for the entire period of the contract.
7. That I bind myself to the Principal cum Chief Superintendent, TMC&H and the concerned Hospital Administration for providing the dietary services at Tezpur Medical College Hospital, Tezpur for the entire period of the contract.
8. That in case any workers are employed by me in the kitchen or elsewhere for preparation & providing of cooked diet, I shall be responsible to provide all benefits as applicable under the rules and Laws such as Minimum wages to the workers, E.P.F. Bonus, ESI, and Leave etc. to the eligible employees employed by me.
9. That I shall abide by the provisions of Minimum Wages act 1948 and Contract Labour Act 1970 and other Labour laws applicable from time to time, in case any workers are appointed by me for the cooked diet preparation & providing services.
10. That damage to the hospital property if any, due to lapse on my part or on the part of my staff may be recovered from me or my performance security deposit.
11. That lapse if any occur on my part or on the part of my staff while discharging the cooked diet services, the Medical Superintendent, TMCH may cancel my contract and award the work to another agency and the loss or the cost difference may be recovered from me and can forfeit the performance security deposit money also.

**Signature of the tenderer**

**Full Name**

**Designation**

**(Office seal of the tenderer)**