



GOVERNMENT OF ASSAM
PRINCIPAL CUM CHIEF SUPERINTENDENT
JORHAT MEDICAL COLLEGE & HOSPITAL
JORHAT
BIDDING DOCUMENT

FOR PATIENT DIET SERVICES
FOR JORHAT MEDICAL COLLEGE AND HOSPITAL
FOR USE IN J.M.C.H. JORHAT


~~TENDER IFB NO: SMEJ/JMCH/989/PT-VII/2017/1721 DATED: 29-06-2017~~

TENDER IFB NO: SMEJ/JMCH/2142/2017/5254 DATE: 02-05-2018

TWO BID SYSTEMS

| | |
|---|-------------------------|
| DATE AND TIME OF END OF BID SUBMISSION | 12.00 P.M of 24-05-2018 |
| DATE AND TIME OF OPENING OF E-TECHNICAL BID | 1.00 P.M of 24-05-2018 |
| DATE AND TIME OF OPENING OF E-PRICE BID | 1.00 P.M of 28-05-2018 |

*Bidding Document issued to M/S.....
on datedagainst the receipt of Rs.5000/-(Rupees Five Thousand only)
only in the form of Bank Draft/Bankers' Cheque No.....
Dated.....*


Principal cum Chief Superintendent
Jorhat Medical College & Hospital
Jorhat

NOTICE INVITING E-TENDER


The office of the Principal cum Chief Superintendent, JMC&H requires to outsource Dietary Services for patients wherever it is deemed fit to cater to day to day requirements. The Institute 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 Form.

2. The Tender documents containing detailed information/terms and conditions for the purpose can be obtained from E-Tender website : <https://assamtenders.gov.in/> & our institutional website www.jorhatmedicalcollege.in/ on non-refundable payment of Rs.5000/- be downloaded from website Those who download the tender document from website should enclose the DD for Rs.5000/- (Rupees five thousand only) (non-refundable) in favour of "Society for Medical Education, Jorhat" payable at State Bank of India, JMC, Branch and (EMD) of Rs. 3,00,000/- should be paid in the form of FD/BG/TD/CD in favour of "Society for Medical Education, Jorhat" payable at State Bank of India, JMC, Branch. The tender documents are not transferable.

3. Sealed Tender duly super scribed "Tender for outsourcing of dietary services" addressed to the undersigned may be sent by post so as to reach by (time) hrs on or before (date) or deposited in the Tender Box installed at office of the Principal cum Chief Superintendent. Tender received after stipulated date/time shall not be entertained under any circumstances. The Tender will be opened on mentioned date and time in the office of the Principal cum Chief Superintendent, Jorhat Medical College & Hospital in the presence of the tenderers or their authorized representatives who may like to be present.

4. Any future clarification and/or corrigendum(s) shall be communicated through (website)




Principal cum Chief Superintendent
Jorhat Medical College & Hospital, Jorhat

GENERAL INSTRUCTIONS FOR BIDDERS

1. The tender will be in Two Bid system. The technical bid should contain all the relevant documents.
2. Bidders may note that if the date of tender opening given in this Tender Document is declared to be a gazetted holiday, the tender shall be opened on the next working day at the same timing. In such an event the closing hours for receipt of tenders in the office of the Principal cum Chief Superintendent, Jorhat Medical College & Hospital will stand automatically extended up to 24 hrs of the next working day in the Government offices.
3. Late/delayed tenders received in mentioned date and time, due to any reason whatsoever will not be accepted under any circumstances.
4. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason, or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of <https://assamtenders.gov.in/> & www.jorhatmedicalcollege.in/ In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.
5. Tendering firms are at liberty to be present or authorized a representative to be present at the opening of the tender at the time and date as specified in the Schedule. **The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender. Only one representative per firm shall be permitted to attend the opening of the tender.** The name and address of permanent representative of the firm, if any, should also be indicated in the tender. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the bidders or outsiders shall not be allowed to attend the tender opening process.
6. Those bidders who have applied earlier must submit fresh bid documents.

7. DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid:

TECHNICAL BID: - To qualify in the Technical bid the firm should have the minimum eligibility criterias and the firm in this regard must submit the following documents in support of their eligibility criteria -

- a. Duly filled format of Technical Bid as per **Annexure-I**
- b. Copy of constitution or legal status of the bidder manufacturer/sole proprietorship/firm/agency etc.



- c. The bidder shall be a dietary service provider having valid license with sound Financial status:
The average annual turnover from similar jobs, of the firm should not be less than Rs. 50,00,000/- (per year) in the last three years. Copies of profit & loss account and balance sheets duly authenticated by a Chartered Accountant for the last three years should be enclosed.
- d. ~~Experience of 03 years or more (under Govt. Medical Hospital/Govt. Civil Hospital/Govt. Establishment/PSUs).~~
- e. The technical bid should be accompanied by Demand draft of Rs. 5000/- (non-refundable) against tender fee and FD/BG/TD/CD of Rs.3,00,000/- (refundable) for EMD/bid security.
- f. Copy of Income Tax Return Filed Acknowledgements for last Three years.
- g. Copy of PAN Card/Service Tax Registration.
- h. GST Registration certificate.
- i. Details of clients where similar services are presently provided by the agency separately for govt. and private clients.
- j. ~~The bidder must have adequate experience of execution of similar work in Govt. Medical Hospital/Govt. Civil Hospital/Govt. Establishment/PSUs. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.~~
May be read as : The Bidder must have adequate experience of execution of similar works in Govt. Hospitals/Govt. Establishments/Public Sector Undertakings or similar organizations".
Supporting documents like work orders, work completion certificate, payment certificate, for last three years to this effect must be submitted alongwith the offer.
- k. The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted/banned/debarred firms/company by any central/state govt. or its organization or autonomous bodies .
- l. Brochures, original technical catalogue with detailed specification and picture of the services offered, if relevant.

FINANCIAL BID: - The financial bid shall contain:

- (a) Price Bid Form [as per Annexure - 2] - Prices must be quoted as per format specified; failing which tender shall be summarily rejected.

8.

SUBMISSION OF BIDS

SEALING AND MARKING OF BIDS: The bidder shall wax seal the EMD, the Technical Bid in separate envelopes and keep them in a bigger wax sealed envelope. The envelope containing the EMD shall bear the name "EMD for Tender No. SMEJ/JMCH/2142/2017/5254 dated: 02-05-2018". The envelope containing the Technical Bid shall bear the name "TECHNICAL BID for Tender No. SMEJ/JMCH/2142/2017/5254 dated: 02-05-2018.

The bigger envelope containing EMD, technical bid in separate envelopes shall be:

- (a) Addressed at the following address:
Principal cum Chief Superintendent,
Jorhat Medical College & Hospital, Jorhat, Assam
- (b) All the envelopes shall bear the Tender name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- (c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared 'late' or rejected.
- (d) Bids shall be delivered in person and shall be dropped in the tender box placed in the office of the Principal cum Chief Superintendent, Jorhat Medical College & Hospital, Jorhat or shall be sent by Registered/Speed Post. **Bids sent by COURIER will not be entertained.** The Purchaser shall not be responsible if the bids are delivered elsewhere.
- (e) Venue of Tender Opening: Tender will be opened in the office of the Principal cum Chief Superintendent, Jorhat Medical College & Hospital, Jorhat. If due to administrative reason, the venue/ time of bid opening is changed, it will be displayed prominently on the notice board/website of the Institute.

9. **BID PRICES:**

The bidder shall give rate of services in Annexure-2. The offer shall be firm and in Indian Rupees only. No foreign exchange will be made available by the institute.

The rate quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will to be treated as non-responsive and rejected.



10. TECHNICAL EVALUATION:

Detailed technical evaluation shall be carried out by Technical 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 Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute 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 technical 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 Institute and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.

Tender Inviting Authority shall have right to accept or reject any or all tenders without assigning any reasons thereof.

11. FINANCIAL EVALUATION:

The financial bid shall be opened of only those bidders who have been found to be technically eligible as enumerated under clause 17. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. No hardcopy of Price Bid will be submitted by the bidder alongwith Tender Document; it may be submitted at time of Financial Bid opening (if required). The Institute shall inform the date, place and time for opening of financial bid.

The Financial Bids of unsuccessful bidders would not be opened and destroyed.

The vendor will quote rates of services while quoting for the tender as per "Annexure - 2: Price Offer", to be kept in Envelop No. 2.

Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total



price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

Tender Inviting Authority does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. Tender Inviting Authority reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

12. AWARD OF CONTRACT; PLACEMENT OF ORDER

The Institute shall consider awarding the contract to those bidders whose offers have been found technically, commercially and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.

13. PERFORMANCE BANK GUARANTEE & EXECUTION OF CONTRACT:

Firm whose offer is accepted will have to furnish Performance Bank Guarantee/FDR of an amount equal to Rs. 3,00,000/- in favour of "Society for Medical Education, Jorhat" issued by any scheduled bank.

The performance Bank Guarantee submitted should be valid for 24 months.

The Performance Bank Guarantee shall be refunded within 15 to 90 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.

No interest will be paid on Performance Bank Guarantee/ Earnest Money Deposit.

In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable to be forfeited by Tender Inviting Authority and his decision shall be final.

The expenses of completing and stamping the agreement shall be paid by the bidder.



TERMS & CONDITIONS OF CONTRACT (Annexure to Agreement)

Jorhat Medical College & Hospital intends to enter into an Annual Rate Contract for outsourcing of dietary services for patients for two years. Interested parties may send their bids with complete details about the rate of the services as per schedule (Annexure-2).

In case any firm is already providing the outsourcing to any other Government Hospital and reputed private Hospitals, details thereof may also be furnished along with the Tender. Sealed Tenders, duly super scribed "Tender for Dietary services " and addressed to the undersigned may be sent by post or put in the Tender Box installed at the office of

the Principal cum Chief Superintendent, Jorhat Medical College & Hospital, Jorhat by on or before 12.00 P.M of 24-05-2018 after successful submission of the tender through online.

Tender received after stipulated date/time shall not be entertained under any circumstances.

The Tender will be opened on same day at time at the office of the Principal cum Chief Superintendent of Medical College & Hospital in the presence of the tenderers or their authorized representatives who may like to be present.

Each page of tender document must be signed by the bidder and rates/discount should be quoted against each column of the "List for Financial Quote "attached with tender document. No cutting or overwriting is allowed unless it is authenticated by full signatures.

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.

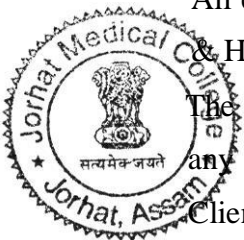
If the Supplier fails to start the services in any within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the contract value for each week or part thereof of delay until actual commissioning of project, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider for termination of the Contract.

All expenses will be borne by the firm in provision of services at Jorhat Medical College & Hospital premises.

The rates quoted/offered shall remain fixed during rate contract period and no request for any increase in the rates shall be entertained. The Contractor shall provide services at

Client`s premises as per Schedule of requirements by the purchaser 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 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.



The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard. The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements.

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 purchaser 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.

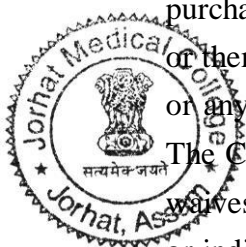
The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the purchaser. The Contractor shall not employ any person below the age of 18 years old. Manpower engaged shall be trained for providing services.

The service provider will be solely responsible for the employment of persons and payment of salaries, allowances and other benefits to his labourers and Purchaser shall in no way responsible for the same. He should not wait for the Purchaser's payment to pay to his labourers. The payment also may be made through Bank / cheque and salary slip should be issued to the labourers. EPF should be deducted and the same should be in the name of labourers.

In case any workman of the service provider suffers injury / damage or meets with an accident during the discharge of duties, the entire cost of compensation should be borne by the tenderer and Purchaser shall stand indemnified against any such claim for compensation. Proper substitute arrangement is required to be made against absent.

The labourers shall also be given weekly off after six continuous working days.

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 manpower services to the Client. The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly: Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks; consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure,



corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of Services to the Client.

The Contractor shall not Sub-Contract or Sub-let, transfer or assign 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. The Purchaser shall comply with and fulfil the recommendations (if any), if deemed necessary by the Client, 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 Contractors employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

21.23 Insolvency :- The competent authority of the Office of the Jorhat Medical College & Hospital may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

If the contractor being an individual or if firm, any partner in the contractors firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

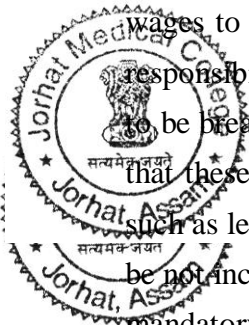
If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

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 prices in the Price Schedule shall be inclusive of GST tax or any other applicable taxes as may be levied by the Government from time-to-time. The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month, the monthly bills are raised on the basis of the daily bed occupancy record from the MRD. The Client shall make all endeavor to make payments within 15-20 days from the date of



the receipt of the invoice, to the Contractor. The initial cost of the Contract shall be valid for a period of Two Years. No price escalation shall be entertained by the client 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 RTGS 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.

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 ,Gratuity , Bonus etc, shall be paid by the contractor and Client shall be not incur any liability or additional expenditure whatsoever for personnel deployed .It is mandatory that the employees must be paid through bank/ cheques only. 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.

Official record: 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.

The contractor will be provided space, Electricity & Water. Water supply, plumbing, drainage and furniture including air cooling and exhaust also LPG Cylinder and gas bank for dietary service department properly maintained by the contractor. The existing equipments (Boilers, burners, trolley etc.) will be provided by the institute for use of the contractor but the maintenance will be done by them. The refilling of LPG Gas Bank, providing necessary utensils and addl. Trolley if required etc. will be on part of contractor. 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 **WHITE SHIRT, BLACK PANT & WHITE CHEF CAP** (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. Quarterly medical examination of cooks should be carried out by contractor. Personal hygiene of cooks will be responsibility of contractor. The cost per patient per day will include Morning tea, Breakfast, Lunch, Tea at 4 pm and Dinner. He will have to make the food available for testing every day as per the time table decided by **MS** 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. Manner of supply of food - All meals to be supplied in Stainless still 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 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. No open food items will be kept, it should be covered properly. No common towel to be used. 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.

The Contractor shall have to furnish an undertaking to abide by the Prevention of Food Adulteration Act.,

Diet schedule is as under:-

Diet Schedule for average patients (Per patient – per meal)

| 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 to 1.30PM | 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 |
| 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 veg (Bhaji)– seasonal vegetable | 125 gm |

Diet schedule for ANC and PNC

| 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 |
| 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 |

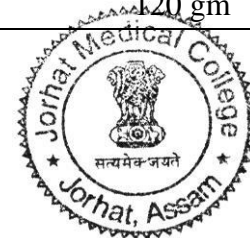
Total calories - 2500

Special diet in addition to above such as:-

- (1) Butter milk diet
- (2) Diabetic diet
- (3) High protein diet
- (4) Salt free diet
- (5) Cardiac diet
- (6) Cancer diets, Dialysis diets, Paediatrics diet

Note: The vendor is supposed to provide special diet as per patient requirement from time to time as per instruction of Staff Nurse/Dietician.

The contractor shall be prepared to cater food items for approximately 500 to 600 patients (including paediatric patient) per day.



Penalty clauses for Diet Services

| | | |
|----|---|---|
| 1 | Complaints regarding diet quality from patients or hospital staff. | Replacement of food and Rs 100/- Per complaint after |
| 2 | Complaints from staff or patients | Rs. 100/- per valid complaint. |
| 3 | Not supplying hot food till it reaches patient and in steel trays | Rs. 500/- per person per day. |
| 4 | Not using apron, cap while cooking and serving and not removing nails of cooks employed weekly. | Rs 100/- per occasion. |
| 5 | System of keeping utensils with food on kitchen platform not followed | Rs 100/- per occasion. |
| 6 | Not covering utensils containing food in place. | Rs 100/- per occasion. |
| 7 | System of using separate towel not followed. | Rs 100/- per occasion. |
| 8 | Supply of Diet - If diet provided to patients Is incomplete as per Approved menu, provided late or missing | Diet will be given by hospital and charges for the same will be deducted from operator's bill. |
| 9 | Supply as Per Time Schedule - If the diet is not supplied as per time schedule. | Food will be purchased by hospital from outside & the payment for the same will be deducted from Operator's monthly bill |
| 10 | Deficiency of lapse in hygiene at Preparation Site | Rs 500/-per occasion. |
| 11 | Uniform / Conduct of Staff - If the staff Of the Operator is found without prescribed uniform and if an 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 hospital premises. |

14. The tenderer who is awarded the work will have to make the contract on Rs.1000. stamp paper to abide the rate Terms & condition of the Tender documents Security deposited of Rs.3 Lakh has to be deposited while signing the contract.

15. In case of non-compliance of any terms & conditions by tenderer, Jorhat Medical College Hospital will discontinue the contract immediately, by forfeiting the EMD.

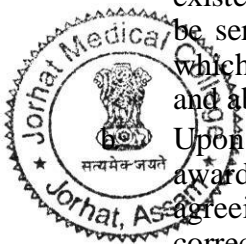
16. **Force Majeure:-** Any failure of omission or commission to carry out the provisions of this contract by the contractor/supplier shall not give rise to any claim by any party, one against the other if such failure of omission or commission arises from an act of God which shall include an acts of natural calamities such as fire, flood, earthquake, hurricane or any resilience or from civil strikes, compliance with any statute and/ regulations of the Government, lockout and strikes, riots, embargoes or from any political or other reasons beyond the contractor/suppliers control including war (whether declared or not), civil war or state of insurrection provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure, conditions.

17. **Arbitration:-** If at any time, any question dispute or difference whatever shall arise between tenderer and the institute (Purchaser) upon or in relation to or in connection with the contract, either of the parties may give to the other notice in writing of the existence of such a question dispute or difference and the same shall be referred to two arbitrators one to be nominated by the Institute (Purchaser) and the other to be nominated by the tenderer. Before proceeding with the reference the arbitrators shall appoint /nominate an Umpire and Umpire appointed by them shall enter upon the reference and his award shall be final and binding on the parties. The venue of arbitration shall be at Jorhat Medical College Hospital, Jorhat

a. The provisions of the Indian Arbitration Act 1996 in force and of the rule framed there under and any statutory modifications there of shall apply. Such a notice of the existence of any question, dispute or difference in connection with this contract shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred.

Upon every or any such reference, the costs of any incidentals to the reference and awards respectively shall be at the discretion of arbitrators or in the event of their not agreeing to the award of the Umpire appointed by them who may determine thereof or correct the same to be fixed as between solicitors and close as between parties and shall direct by them and in what manner the same shall be borne and paid.

c. The supplies to be made under this contract shall, if reasonably possible continue during arbitration proceedings and no payments from or payable by the Institute shall be with held on account of such proceedings except to the extent which may be in dispute.




18. Notwithstanding anything contained in condition 6 (I) above, the Institute 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. The tenderer may also terminate this contract by giving 30 days clear notice ending with the expiry of the month of contract. The loss thus caused to the Institute as a result of re-tendering of the contract shall be borne by the tenderer from the Earnest Money/Security Deposit.

Certified that I/We have read over the tender document including the draft agreement and have understood the contents.

I/We undertake to abide by the terms & conditions as laid down in the tender documents/agreement, in case the contract is awarded to me/us in the near future.



TECHNICAL BID FORMAT

| | | |
|----|---|---|
| 1 | Name of the firm/company/proprietary concern registered | |
| 2 | Address of registered office | |
| 3 | Address of the office at | |
| 4 | Telephone Nos./Fax/E-mail at | |
| 5 | Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency | |
| 6 | Earnest Deposits money (EMD) Yes/No | |
| 7 | EMD Details DD/Bank Guarantee No. Dated Drawn on Bank Amount- rupees.....) |  |
| 8 | Banker of Company/ Firm/agency with full address (Attach certified copy of statement of A/c for the last year) Telephone Number of Banker | |
| 9 | PAN/GIR No. (Attach attested copy) | |
| | GST Reg No. (Attach attested copy) | |
| 10 | Service Tax Registration No. (Attach attested copy) | |
| 11 | ESIC, EPF, Labour licence Registration No. | |
| 12 | Work Experience Certificate | |
| 13 | Quality Assurance Certificate (please specify) | |
| 14 | Whether rates are quoted as per format mentioned in the Bidding Document or not. | |
| 15 | Whether rates quoted are inclusive of all taxes or not. | |

| | | |
|----|--|--|
| 16 | Have you previously supplied these items to any government / PSUs? If yes, attach the relevant proof. <i>(The Bidder must have adequate experience of execution of similar works in Govt. Hospitals/Govt. Establishments/Public Sector Undertakings or similar organization).</i> | |
| 17 | Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document. | |
| 18 | Details of clients along with address, telephone and Fax numbers, Amount of contract, Duration of contract (Attach a separate sheet) | |
| 19 | Proof of financial status in form of audited balance sheet for the last three financial years. Average annual turnover must be at least Rs. 50 Lakhs only. | |
| 20 | Enclose an affidavit duly certified by (enclosed/Not enclosed) the notary at the location of the Agencies/Head quarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract. | |

Date:

(Signature of Authorised Person)

Place:

(Name)

(Designation)

Name of Firm/Company/Agency

Contact Details



ANNEXURE-2

FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")

To,
The Principal Chief Superintendent
Jorhat Medical College & Hospital,
Jorhat

Dear Sir,

Our quoted rate for provisioning Dietary services to Jorhat Medical College Hospital, Jorhat will be as follows: -

I/We M/s _____ hereby quote for the provision of dietary services in accordance with the terms and conditions of the tender.

| S/No | Description of Diet | Charges in figures | Charges in words |
|------|--|--------------------|------------------|
| 1 | General Diet, ANC & PNC and Special Diet (per patient per day) | | |

Note :

1. All diet may have same rates except the admission Diet which may include dinner & will be half of the total value. The admission diet will be asked for cases admitted during post lunch period.
2. Comparison will be made for allotment of contract on the basis of Charges quoted
3. If two or more firms quoted same, contract will be awarded to the firm who have maximum turn over during last three years and previous experience of providing similar service.

VAT/GST/any other tax/levies/charges if payable shall be indicated in proforma invoice/invoice otherwise no sale tax/any other tax/levies/charges will be payable.

In order to ensure regular supply in case of any exigency at the discretion of the Director, the orders may also be placed to the other firms, in the ascending order, L 2, L 3. provided the firm is willing to supply at LI rates.

The contract for Provision of dietary services can be continued/renewed for further year(s) subject to satisfaction of the Jorhat Medical College Hospital, Jorhat and on mutual consent of both the parties subject to the condition/ rules framed by the Government of Assam from time to time.



Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note:(i) No other charges then mentioned above would be payable by Client.

(ii) There would be no increase in rates during the Contract period.

Place:

Date:

Seal:

(Signature of Bidder with seal)

Name:

Address :

Phone No (0):

Fax No. (0):

E-mail:



ANNEXURE-A

I.....Son of Shriresident of.....District contractor/partner, or sole proprietor (Strike off word which is not applicable) of firm M/s..... do hereby solemnly affirm and declare that any individual /firm/companies black listed by the Govt or any partner/shareholder of the above said firm thereof is/are not directly or indirectly connected with or has/have any subsisting interest in business of my firm/our above said firm.

Place:

Date:

Address

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No. Part of it is false and nothing has been concealed therein.

Place:

Date:

Deponent



AGREEMENT/UNDERTAKING FOR OUTSOURCING OF DIETARY SERVICES

- (i) That, I M/s.....(Firm) will make Dietary services as per the requirement of Jorhat Medical College Hospital, Jorhat 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. 3 Lacs/- (Rupees Three Lakhs only) in form of BG/FD valid for security 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 cancelled. The firm may also be debarred/black listed in that case.
- (vi) Notwithstanding anything contained in condition (xi) above, the Institute 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 the institute as a result of re-tendering of the contract shall be borne by the tenderer from the Earnest Money/Security Deposit.

M/s
Authorised Signature and Seal

Accepted



Principal cum Chief Superintendent,
Jorhat Medical College & Hospital, Jorhat

**NAME OF THE OFFICER AND DESIGNATION
ADDRESS EMAIL
AND TEL. NO.**

TO WHOM IT MAY CONCERN

This is to certify that M/s has provided the services of.....(Number).....(designation).....in..... Ministry/Department/Office of (Building Name) during the periodTo..... The monthly rates for each category were as follows :

- (a)
- (b)
- (c)

The performance of the company was found to be satisfactory and it was able to render the services as per contractual obligations.

(Name of Officer)

Designation

Signature of authorized person

Date:

Place:

Seal



ANNEXURE "4"

Format of Experience certificate

| Project Name | Name of the Employer* | Description of work | Contract No. | Value of Contract (Rs. In Lakhs) | Date of issue of work order | Work Experience | | Remarks |
|--------------|-----------------------|---------------------|--------------|----------------------------------|-----------------------------|-----------------|----|---------|
| | | | | | | From | To | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

*Attach certificate(s) of payments.



ANNEXURE-"5"

BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated for the supply of (hereinafter called the "tender") against the purchaser's tender enquiry No...Know all persons by these presents that we of (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of _____ 20_____. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) Fails or refuses to furnish the performance security for the due performance of the contract,
or,
 - b) fails or refuses to accept/execute the contract,
or
 - c) If it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged.



We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)



To,

The Principal cum Chief Superintendent
Jorhat Medical College & Hospital, Jorhat

In consideration of Jorhat Medical College & Hospital, Jorhat which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s [hereinafter referred to as 'supplier/contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with Jorhat Medical College Hospital Jorhat a sum of Rs. 3,00,000/- (Rupees three lakhs only) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. (Rupees) as required under the terms and conditions of contract / work order no Dated [hereinafter referred as the order'] placed by Jorhat Medical College & Hospital, Jorhat on the said supplier /contractor. We, the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay Jorhat Medical College Hospital, Jorhat an amount not exceeding Rs. 3,00,000/- (Rupees three lakhs only) on the demand made by Jorhat Medical College & Hospital, Jorhat on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We _____ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from Jorhat Medical College & Hospital, Jorhat stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by Jorhat Medical College & Hospital, Jorhat without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. 3,00,000/- (Rupees three lakhs only).

2. We, the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of Jorhat Medical College & Hospital, Jorhat under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till

JMCH certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

3. We the bank, undertake to pay to JMCH any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We _____ the bank further agree that JMCH shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the JMCH against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of JMCH or any indulgence by JMCH to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and shall remain in force up to _____ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. _____. We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Principal cum Chief Superintendent, Jorhat Medical College Hospital, Jorhat.

8. We, _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the JMCH in writing.

Signed on the _____ day of _____

Signature For the Bank

Witness:

Name & Address



Name(s) & Designation(s)

**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 ofas 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 201_ For_

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____



DECLARATION

From:-

M/s

To

The Principal cum Chief Superintendent,
Jorhat Medical College & Hospital, Jorhat

1. I, _____ Son / Daughter/ Wife of Shri
_____ Proprietor/Director authorized signatory of the agency/Firm,

mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application 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.

4. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of any Agency with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Principal cum Chief Superintendent, Jorhat Medical College & Hospital, Jorhat immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a Agency which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Date:

Place:

Seal of the Agency



Name:

Designation

Address

Declaration

(To be executed on Judicial Stamp Paper of Rs. 50/-)

E-TENDER IFB NO.....

Sir,

1. I/we the undersigned do hereby declare that, I/we have never ever been blacklisted and/or there were no debaring actions against us for any default in supply of material/equipments or in the performance of the contract entrusted to us.

2. In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation/cancellation/termination without any notice at the sole discretion of the purchaser.

Notarized by:

Signature along with seal of bidders

Date: _____

(Duly authorized to sign the application on behalf of the firm).

Name: _____

Designation: _____

Name of Company/firm/supplier/dealer