



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

E-BIDDING DOCUMENT

**OUTSOURCING OF PATIENT DIET AND CATERING
SERVICES
FOR JORHAT MEDICAL COLLEGE AND HOSPITAL,
JORHAT-ASSAM**

FOR USE IN J.M.C.H. JORHAT

E-TENDER IFB NO: SMEJ/JMCH/2675/2022/4807 DATED: 07/11/2022

TWO BID SYSTEMS

DATE AND TIME OF PUBLISHING OF E-BID DOCUMENT	12.00 P.M of 09/11/2022
DATE AND TIME OF DOWNLOAD OF E-BID DOCUMENT	2.00 P.M of 09/11/2022
DATE AND TIME OF PRE-BID MEETING	12.00 P.M of 16/11/2022
DATE AND TIME OF START OF BID SUBMISSION	12.00 P.M of 17/11/2022
DATE AND TIME OF END OF BID SUBMISSION	12.00 P.M of 01/12/2022
DATE AND TIME OF OPENING OF E-TECHNICAL BID	1.00 P.M of 01/12/2022
OPENING OF E-PRICE BID	Shall be communicated only to the technically qualified bidders subsequently

Tender document may be downloaded from institute's web site: www.jorhatmedicalcollege.in(for reference only) and e-portal: <https://assamtenders.gov.in>

Jorhat Medical College & Hospital, Jorhat

Swahid KushalKonwar Path, Barbheta, P.O. Jorhat-785001, Assam, India

Email: tendercelljmch@gmail.com

www.jorhatmedicalcollege.in

NOTICE INVITING E-TENDER

The Principal cum Chief Superintendent, on behalf of Jorhat Medical College & Hospital, Jorhat-Assam invites E-Tenders / online bids from competent and experienced **Firm/Company/Agency** for providing Supply of Patient Diet & Catering Services for indoor patients admitted in Jorhat Medical College & Hospital, Jorhat for a period of 1 (one) year which may 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. The details are given in the tender document (RFP).

2. The Tender document 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
3. **Tender Processing Fees (Non refundable):** Tender Processing Fee of Rs.3000/- may be submitted through online mode i.e. State Bank Multi Option Payment System (SBMOPS) on <https://assamtenders.gov.in>.
4. Earnest Money Deposit (EMD) (Refundable): EMD of Rs. 300000/- may be submitted through online mode i.e. State Bank Multi Option Payment System (SBMOPS) on <https://assamtenders.gov.in>
5. **Exemption allow to the bidders for EMD only who have valid MSME/NSIC certificate from the competent authority.**
6. **The Pre-Bid Meeting to be held on 16/11/2022 at 12.00 P.M onwards in the College Council hall,, Admin Block, JMC&H, Jorhat.**
7. The complete tender should be submitted online only through the e-portal: <https://assamtenders.gov.in>. After successful submission of the tender through e-portal a hardcopy of the Sealed Tender (TECHNICAL BID) duly super scribed "**TENDER FOR OUTSOURCING OF PATIENT DIET AND CATERING SERVICES**" addressed to the undersigned **MUST** 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.
7. Any future clarification and/or corrigendum(s) shall be communicated through e-portal (website).

Sd/-
Principal cum Chief Superintendent
Jorhat Medical College & Hospital, Jorhat

Instructions for ONLINE bidding:

1. Online bids are invited on two bid systems for “OUTSOURCING OF PATIENT DIET AND CATERING SERVICES FOR JORHAT MEDICAL COLLEGE & HOSPITAL, JORHAT-ASSAM”

Manual bids shall not be accepted.

2. Tender document may be downloaded from JMCH web site www.jorhatmedicalcollege.in (for reference only) and e-portal website <https://assamtenders.gov.in/nicgep/app> as per the schedule as given in the tender.
3. Bid shall be submitted online at e-portal website <https://assamtenders.gov.in/nicgep/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.



4. Tenderer who has downloaded the tender from the JMCH web site www.jorhatmedicalcollege.in and e-procurement website: <https://assamtenders.gov.in/nicgep/app> shall not tamper/modify the tender form including downloaded price bid template (BOQ) in any manner. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with JMCH, Jorhat-Assam.
5. The complete bidding process in online bidding, Bidder should be in possession of valid Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
6. Tenderers are advised to follow the instructions provided in the ‘Instructions to the Tenderer for the e-submission of the bids online through the Public Procurement Portal for e Procurement at <https://assamtenders.gov.in/nicgep/app>

GENERAL INSTRUCTIONS FOR BIDDERS

1. The tender is "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.



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. Tender should be valid for 365 days from the tender due date i.e. tender opening date.
6. Tendering firms are at liberty to be present or authorize 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.
7. **DOCUMENTS COMPRISING THE BID:**

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

TECHNICAL BID (Including Pr-Qualifications) :- To qualify in the Technical bid the firm should have the minimum eligibility criteria as under 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/sole proprietorship/ firm/agency etc.
- (c) Valid Trade License / Incorporation certificate (if company)

- (d) The bidder shall be a dietary service provider having valid license and of the following Financial status:

The average annual turnover from similar jobs, of the firm should not be less than Rs. 1 crore (per year) in the last three assessment years (2020-21, 2021-22 & 2022-23). Copies of profit & loss account and balance sheets duly authenticated by a Chartered Accountant for the last three assessment years (2020-21, 2021-22 & 2022-23) should be enclosed.

Experience of 03 years or more in the field of Hospitality/ Dietary supply/Catering services (under Govt. Medical College Hospital/Govt. Civil Hospital/Govt. Establishment/ PSUs/ Reputed large private hospital (300 bedded or more) with necessary supporting documents .

- (e) The technical bid should be accompanied by Court Fee, Tender Processing Fees & EMD payment submission details.
- (f) Copy of Income Tax Return Filed Acknowledgements for last Three assessment years (2020-21, 2021-22 & 2022-23)
- (f) Copy of PAN Card in the name of Firm/Proprietor
- (g) Copy of valid GST Registration certificate.
- (h) Up to date FSSAI License
- (j) The concerned bidder 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.
- (k) **Any bidder who have provided similar services at JMCH/other establishments and whose service was discontinued prior to completion of term because of unsatisfactory performance will not be allowed to participate in the tender process.**



FINANCIAL BID:- The financial bid shall contain: (No hardcopy of financial bid shall be submitted).

- (a) Price Bid Form [as per Annexure - 2] - **Prices must be quoted as per format specified to be available as BOQ in the e-portal; failing which tender shall be summarily rejected.**

8. SUBMISSION OF BIDS

- a **SEALING AND MARKING OF BIDS:** The bidder shall wax seal the TENDER PROCESSING FEES & EMD payment details & Technical Bid in separate envelopes and keep them in a bigger wax sealed envelope. The envelope containing the Court Fee/IPO, Tender Processing Fee, EMD payment details & Technical Bid shall bear the name "TECHNICAL BID for Tender No. "SMEJ/JMCH/2675/2022/4807 dated: 07/11/2022".
- b The bigger envelope containing Court Fee/IPO, Tender Processing Fee, EMD payment details, technical bid in separate envelopes shall be:
- Addressed to the following address:
Principal cum Chief Superintendent,
Swahid Kushal Konwar Path, Barbheta,
P.O. Jorhat-785001, Assam, India

- c. All the envelopes shall bear the Tender ID & Name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- d. 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.

A copy of Bid 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 Hospital authority shall not be responsible if the bids are delivered elsewhere.

- e. **Venue of Tender Opening:** Tender will be opened in the College Council Hall, Administrative Building, Jorhat Medical College & Hospital, Jorhat. If due to administrative reason, the venue/ time of bid opening are changed, it will be displayed prominently on the notice board/website of the JMCH.

9. BID PRICES:

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

TECHNICAL EVALUATION:

- a) 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.
- b) 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.
- c) 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.
- d) The Hospital authority shall have right to accept or reject any or all tenders without assigning any reasons thereof.



11. FINANCIAL EVALUATION:

- a) 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.** The Institute shall inform the date, place and time for opening of financial bid.
- b) 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.
- c) 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.



11. AWARD OF CONTRACT: PLACEMENT OF ORDER

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

12. CONDITIONS FOR EXECUTION OF CONTRACT:

- a) Bidder whose offer is accepted will have to furnish Performance Bank Guarantee @ 5% in the form of FD against the annual contract value in favour of “JMCH TENDER” payable at Canara Bank, Jorhat Branch (A/c No 1154101023707 IFSC Code: CNRB0001154) issued by any scheduled bank.
- b) The DD/FD submitted should be valid for 24 months.
- c) 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.
- d) No interest will be paid on Performance Bank Guarantee/ Earnest Money Deposit.
- e) 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.
- f) The expenses of completing and stamping the agreement shall be paid by the bidder.

TERMS & CONDITIONS OF CONTRACT
(Annexure to Agreement)



- i. Jorhat Medical College & Hospital intends to enter into an Annual Rate Contract for outsourcing of dietary services for patients for one year. Interested parties may send their bids with complete details about the rate of the services as per schedule (Annexure-2).
ii. 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. A hardcopy of Sealed Tenders, duly super scribed "**TENDER FOR OUT SOURCING OF PATIENT DIET AND CATERING 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 Noon of 01/12/2022 after successful submission of the tender through online. Tender received after stipulated date/time shall not be entertained under any circumstances.
- iii. 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 authorised representatives who may like to be present.
- iv. 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.
- v. 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.
- vi. If the Supplier fails to start the services within the period(s) specified in the Contract, the Hospital authority shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the contract value for each week or part thereof of delay until actual commissioning of project, up to a maximum deduction of 5%. Once the maximum is reached, the Purchaser may consider for termination of the Contract.
- vii. All expenses will be borne by the firm in provision of services at Jorhat Medical College & Hospital premises.
- viii. 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.

ix. 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.

x. 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.

It shall be the responsibility of the successful tenderer to keep the eatables clean and wholesome along with the maintenance of food tasting register. All the eatables shall be subject to the check by the Dietician/ Hospital Administration. A committee of officers or any other designated staff which will be nominated by the JMCH authority will have full powers to conduct the examination of the cooking place and edible materials to ensure proper hygienic conditions, quality of food and verifying that edible, items used are fresh and good condition. Their findings will be binding on the tenderer. Proper hygiene should be maintained at the cooking place.

xii. 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 under any circumstances considered asemployees of the Hospital authority 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.

xiii. 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.

xiv. The service provider will be solely responsible for the employment of persons and payment of salaries, allowances and other benefits to his labourers and Hospital authority shall in no way responsible for the same. He should not wait for the Hospital authority'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 personal 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 Hospital authority shall stand indemnified against any such claim for compensation. Proper substitute arrangement is required to be made against absent.

- xvi. The labourers shall also be given weekly off after six continuous working days and other provisions of Labour Laws.
- xvii. Indemnity and Contractor's liability:-The Contractor shall completely hold harmless the Hospital authority 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 Hospital authority shall not be liable in any way whatsoever and the contractor hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly: caused by, or resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks; 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) due to the negligence or default of the Contractor or any of its employees engaged in the provision of Services to the Client.
- xviii. 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 Hospital authority may sustain in consequence or arising out of such replacing of the contract. The contractor shall comply with and fulfil the recommendations (if any), if deemed necessary made in writing by the Hospital authority in connection with the performance of the Services. The Hospital authority 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.
- xix. 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.

- xx. If the contractor commits any breach of this contract not herein specifically provided 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 Hospital authority 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.
- xxi. 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 Hospital authority shall make all endeavours to forward these bills within 10-20 days from the date of the receipt of the invoice, to the Government. The hospital being a government institute, the bills will be paid directly through the treasury to the contractor after deduction of all taxes due as applicable subject to availability of specified funds. The bills are generally paid every quarter or six monthly by the government. The initial period of the Contract shall be valid for a period of one year. No price escalation shall be entertained by the client during this period. In addition to the Contract payments, the Hospital authority shall pay for any additional services required by the Hospital authority, 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. Hospital authority 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. Hospital authority shall provide a certificate certifying the deduction so made. All penalties to be incurred for proceeding month will be deducted from their outstanding dues. 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.

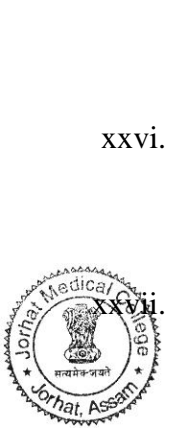


Labour law compliances: The engagement and employment of labours and payment of wages to them as per exiting provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Hospital authority may ask the contractor to produce documents to verify that these provisions/ laws are complied with by the contractor. All wages, allied benefits such as leave, ESI, PF ,Gratuity , Bonus etc, shall be paid by the contractor and Hospital authority shall 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 must be submitted by the Contractor to Hospital authority 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, safety, 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.

xxiii. 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 Hospital authority office.

xxiv. **The contractor will be provided space, Electricity & Water.**

xxv. **Water supply, plumbing, drainage and furniture including air cooling and exhaust also LPG Cylinder and gas bank for dietary service department are to be properly maintained by the contractor. The existing equipment (Boilers, burners, Deep freezer etc.) will be provided by the institute for use of the contractor but the repair/maintenance will be done by them. The refilling of LPG Gas Bank, providing necessary utensils and equipments if required etc. will be on part of contractor. Warm food trolley will also have to be provided by the contractor and their repairing /maintenance will have be done by the contractor.**



xxvi. This JMCH shall not provide any type of financial assistance/help to the approved bidder for kitchen establishment or/and other allied activities at the space allotted to them by the competent authority.

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 colour to be mutually agreed upon) and have the words "**HOSPITAL 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 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, gloves 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.

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

xxix. Vendor has to install High-Definition resolution CCTV Camera inside the Kitchen area and Entry/Exit point in optimum quantity.

xxx. To arrange quality ration items from the market at his own cost required for contract services. The contractor will prepare and make supplies as per specifications given. Ration so procured will have to meet the optimum quality and be to the satisfaction of vis-à-vis. Concerned Dietician/Chief Dietician/any other officer so deputed for the purpose.

xxxi. The contractor shall supply a list of all the workers after their full health check-up so deployed to the Central Kitchen before they are put to work. Similarly, he/she will also inform immediately in case any workers have been changed.

xxxii. 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
	Puri or Roti	Puri (4 pcs)/Roti (2pcs)
	Bhaji	125 gm
	Boiled egg	1 pcs
	Fruit : Banana / seasonal fruits	1 Pcs
Lunch 12.00 to1.30PM	Rice-	50 gm
	Dal-	35 gm
	Meat 3 days a week	100 gm
	Fish 4 days a week	50 gm
	Paneer- All days of a week (for vegetarian patients only) –	100 gm
	Chapati - 2 pcs.	100 gm
	Bhaji of leafy vegetable	125 gm
Tea 4.00 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
	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	1 plate	100 gm	

	week		
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
- (7) Covid/pandemic diet (High protein packaged food with 3ltr. of bottled water per day)
(If pandemic occurs)

xxviii. An extra amount of 30% of the regular approved rate will be given for providing diet to the covid / pandemic patients, if pandemic occurs during the period of contract.

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 600 to 800 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 10/- Per person per day.
2	Complaints from staff or patients	Rs. 500/- per valid complaint.
3	Not supplying hot food till it reaches patient and in steel trays	Rs. 500/- per day.
4	Not using apron, cap while cooking and serving and not removing nails of cooks employed weekly.	Rs 500/- per occasion.
5	System of keeping utensils with food on kitchen platform not followed	Rs 500/- per occasion.
6	Not covering utensils containing food in place.	Rs 500/- per occasion.
7	System of using separate towel not followed.	Rs 500/- per occasion.
8	Supply of Diet - If diet provided to patients is incomplete as per Approved menu, provided late or missing	Rs. 10/- per person per day
9	Supply as Per Time Schedule - If the diet is not supplied as per time schedule.	Rs. 10/- per person per day
10	Deficiency of lapse in hygiene at Preparation Site	Rs. 10/- per person per day



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.
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13. The tenderer who is awarded the work will have to make the contract on Rs.100 stamp paper to abide the rate Terms & condition of the Tender documents alongwith the Security deposit of 5% against the annual contract value has to be deposited while signing the contract.

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



15. **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.

16. **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

- 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.
- The supplies to be made under this contract shall continue during arbitration proceedings and no payments from or payable by the Institute shall be withheld on account of such proceedings except to the extent which may be in dispute.

17. 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 60 days clear notice ending with the expiry of the month of contract. In that event, the entire amount of SD will be forfeited.

TECHNICAL BID FORMAT

1	Name of the Bidder	
2	Address of the Bidder	
3	Whether affixed court fees of Rs. (8.25/-) or IPO Rs. 10/- (in case of bidder outside the state of Assam)	
4	Valid Trade License/Incorporation certificate (if company)	
5	Tender Processing Fees submitted through online (Yes/No)	
6	Earnest Deposits money (EMD) submitted through online (Yes/No)	
7	Banker of Company/ Firm/agency with fulladdress (Attach certified copy of statement of A/c for the last year) Telephone Number of Banker	
8	PAN	
9	GST Reg No.	
10	ESIC registration No.	
11	EPF registration No.	
12	Labour licence Registration No.	
13	Up to date FSSAI license by the Competent Authority	
14	Submitted all Annexures as per prescribed format	
15	Quality Assurance Certificate/ Performance certificate by from concerned institution duly signed by the authority	
16	Whether rates are quoted as per format mentioned in the Bidding Document or not.	
17	Experience of 03 years or more in the field of Hospitality/ Dietary supply/Catering services (under Govt. Medical College Hospital/ Govt. Civil Hospital/Govt. Establishment/ PSUs/ Reputed large private hospital (300 bedded or more) with necessary supporting documents.	
18	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.	
19	Details of clients along with address, telephone and Fax numbers, Amount of contract, Duration of contract (Attach a separate sheet)	
20	The average annual turnover from similar jobs, of the firm should not be less than Rs. 1 crore (per year) in the last three assessment years (2020-21, 2021-22 & 2022-23). Copies of profit & loss account and balance sheets duly authenticated by a Chartered Accountant for the last three assessment years (2020-21, 2021-22 & 2022-23) should be enclosed.	
21	IT Return Acknowledgement for last three Assessment years (2020-21, 2021-22, 2022-23)	
22	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 as annexure 4	



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.



Date:

Place:

(Signature of Authorised Person)

(Name)

(Designation)

Name of Firm/Company/Agency

Contact Details

FINANCIAL BID

(As to be uploaded only in the standard format as BOQ for e-bidding to be available in the e-procurement portal i.e: www.assamtenders.gov.in)


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.



SL. No	Description of Diet	Basic rate (Rs.)	GST (Rs.)	Basic with GST (Rs.)	Service Charges (If applicable) (Rs.)	Grand Total with all taxes and charges (Rs.)
1	General Diet, ANC & PNC and Special Diet (per patient per day)	-	-	-	-	-

- **No hardcopy of Price Bid will be submitted by the bidder alongwith Tender Document.**

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 by the bidder in Column 8 in the BOQ.**
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.**
4. **Authority is not bound to accept the L1 bidder. In this connection decision of the tender committee will be final.**
5. GST/any other charges if payable shall be indicated in proforma & it will be payable by the contractor.

In order to ensure regular supply in case of any exigency at the discretion of the authority, 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 one year 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

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:

NON BLACKLISTING CERTIFICATE

[To be executed on Judicial Stamp Paper of Rs. 50/-]

I/We _____ hereby certify that the [Name of the company / firm] has not been ever blacklisted/debarred by any Central/ State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will be supplied the item as per the specification given by JMCH, Jorhat -Assam and also abide all the terms and conditions stipulated in Rate Contract.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and JMCH authority may imposed any action as per NIT rules.



Date :
Place :

Name :

Business Address :

: Signature of Bidder :

Seal of the Bidder :

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

DIET QUALITY CERTIFICATE

Date	Breakfast						Lunch			Dinner		
	Diet Type	Quality			Diet type	Quality			Diet type	Quality		
		G	A	P		G	A	P		G	A	P
Signature of the Dietician/in-charge central kitchen					Signature of the Senior Doctor/team supervision committee							
G: Good; A: Average ; P: Poor												

ANNEXURE - 6

Indent slip

Date : _____

Name of the ward/area: _____

Diet Time	No. of patient
Breakfast	
Lunch	
Evening Snacks	
Dinner	



Signature of the in charge

AGREEMENT/UNDERTAKING FOR OUTSOURCING OF PATIENT DIET AND CATERING SERVICES

(i) That, I M/s.....(Firm) will make Dietary services as per the requirement of Medical College Hospital, Jorhat for which requisition will be collected by the staff of the firm from the Dietician/wards in-charges daily beforeAM .

(ii) The firm will deposit a sum of Rs. _____(Rupees _____only) in form of 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 the basis of monthly bills. 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/blacklisted 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 period from.....to.....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 -8

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	



(Signature of Bidder with seal)

ANNEXURE-9

**POWER OF ATTORNEY
(Duly registered)
(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;



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

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:

Name:

Place:

Designation

Seal of the Agency

Address
