

**MODEL E-TENDER DOCUMENT FOR OUTSOURCING OF COOKED DIET SERVICES
IN THE HOSPITALS/HEALTH INSTITUTIONS OF THE STATE FOR THE YEAR 2022-23**

(Please enter Name and Address of tender Inviting Authority)

Phone:.....Fax:.....

Website: <https://www.hptenders.gov.in>

Email: (Please enter Email address of Tender Inviting Authority)

NOTICE INVITING TENDER (NIT)

Tender Reference Number.....

Date.....

E-tenders are invited from individuals, registered Firms, Proprietorship firm(s)/ Partnership firm(s) / Company/ Corporation/Cooperative Society or any legal entity for providing cooked diet for the (Name of institution & Address). Prescribed tender form can downloaded from website <https://www.hptenders.gov.in> on or before last date and time for submission of tender, on or before last date for submission of tender.

The Last date and time for submission & uploading of filled in tender documents isup toPM. The Tender will be opened onatPM

Cost of Tender Document(non-refundable) of Rs. 500/-, which can be deposited in the shape of Demand Draft (DD) issued by any of the Scheduled Bank or through on line submission facility available on website <https://www.hptenders.gov.in>, and Earnest Money Deposit of Rs. 10,000/- up to 30 bedded hospital, Rs.20,000/- for 31 to 100 bedded, Rs. 50,000/- for 101 to 200 bedded & Rs.75,000/- for 201 and above bedded hospitals in the shape of Fixed Deposit Receipt (FDR) pledged in favour of (Name of tender Inviting Authority, Address) or Demand Draft (DD) issued by any of the Scheduled Bank or cost of tender document and EMD can be deposited through on line submission facility available on website <https://www.hptenders.gov.in>. The proof of deposit should be uploaded on the website <https://www.hptenders.gov.in>, in the Technical Bid.

All subsequent corrigendum, modifications and clarifications in respect of this tender will be published only on aforesaid websites only. The bidders are advised to visit the aforesaid website regularly. The undersigned reserves the right to reject any or all the tender offers without assigning any reason.

(Designation of the Tender Inviting Authority)

Himachal Pradesh

E-TENDER FORM FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITALS OF HP

(Please enter Name and Address of tender Inviting Authority)

Phone:.....Fax:.....

Phone:.....Fax:.....

Website: <http://www.hphealth.nic.in>, <https://www.hptenders.gov.in>

Email: (Please enter Email address of Tender Inviting Authority)

Tender Reference Number.....

Date.....

E-TENDERING SCHEDULE:-

Date & Time of on-line publication :	00.00.0000, 00:00hrs
Period for Downloading of e-tender document :	00. 00 .0000 to 00.00.0000 upto 00:00 hrs.
Date & time for Pre-bid meeting :	00.00. 0000, 00:00 hrs
Place of Pre-Bid Meeting :	(Please enter complete postal address of place of pre bid meeting)
Last date and time for submission /uploading of e-tender alongwith cost of tender document, Earnest Money Deposit :	00.00.0000 upto 17:00 hrs. (Please enter complete postal address of the venue where tender box is to be placed)
Date & Time for opening of Eligibility Bid :	00.00.0000 at 00:00 hrs. Venue:
Cost of the tender document :	Cost of Tender Document (non-refundable) can be deposited in the shape of Demand Draft (DD) issued by any of the Scheduled Bank or through on line submission facility available on website https://www.hptenders.gov.in , the proof of deposit be submitted along with technical bid.
Earnest Money Deposit (EMD) :	Earnest Money Deposit of Rs. 10,000/- for upto 30 bedded hospital, Rs.20,000/- for 31 to 100 bedded, Rs. 50,000/- for 101 to 200 bedded & Rs.75,000/- for 201 and above bedded hospitals can be deposited in the form of Fixed Deposit Receipt (FDR) pledged in favour of (Name of tender Inviting Authority, Address) or Demand Draft (DD) issued by any of the Scheduled Bank or through on line submission facility available on website https://www.hptenders.gov.in , the proof of deposit be submitted along with technical bid.
If the date fixed for the opening of tender is declared a holiday, the tender shall be opened on the next working day at the same time as fixed for the original date for this purpose.	

A. SCOPE OF WORK:

The supply of cooked diet in public hospitals of Himachal Pradesh shall be meant for cooking/making & serving breakfast/ meals only for patients admitted in the Hospital as per the instructions of Hospital. It includes serving solid food, semi-solid food, tea etc. It includes purchasing of all raw material like Grocery, Spices, Fresh Vegetables, Fresh Fruits, Egg, Milk, Utensils, Cooking Burners range, LPG Cooking Gas, Working Tables, Kitchen Equipment, Garbage/Kitchen waste collection bins, Garbage/Kitchen waste disposal etc. for preparation of Food and required the distribution of the prepared fresh Food items to the Patients. Diet is to be served three times in all days of the week. The contract will be for two financial years which will be ended on 31st March of the second financial year. No further extension will be granted after completion of contract period.

Sub-Divisional Officer (Civil) SDO (C) /Tehsildar of area concerned may depute any officer/official not below the rank of Superintendent Grade-II for processing and finalization of the e-tender.

B. INSTRUCTIONS FOR SUBMISSION OF COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT

The tender document and other instructions can be downloaded or viewed from the portal <https://hptenders.gov.in>

Cost of Tender Document(non-refundable) of Rs. 500/-, be deposited in the shape of Demand Draft (DD) issued by any of the Scheduled Bank or through on line submission facility available on website <https://www.hptenders.gov.in>, and Earnest Money Deposit of Rs. **10,000/- upto 30 bedded hospital, Rs.20,000/- for 31 to 100 bedded, Rs. 50,000/- for 101 to 200 bedded & Rs.75,000/- for 201 and above bedded hospitals** be deposited in the shape of Fixed Deposit Receipt (FDR) pledged in favour of (Name of tender Inviting Authority, Address) (minimum for a period of six months or Demand Draft (DD) issued by any of the Scheduled Bank or Cost of Tender Document or EMD can be deposited through on line submission facility available on website <https://www.hptenders.gov.in>.

In case of deposit through DD/FDR the same should be submitted in an envelope and be dropped in the tender box kept in the office of (Name of tender Inviting Authority and postal address). The envelope should be superscripted "**Tender for providing cooked diet to be opened on**" The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side corner of the envelope.

The proof of deposit should be uploaded on the website <https://www.hptenders.gov.in>, in the Technical Bid.

C. INSTRUCTIONS FOR E BIDDING

- a) Tenders not confirming to the essential requirements, as per check list will be rejected and no correspondence thereof shall be entertained whatsoever.
- b) Price bid of only those Bidders shall be opened who are found eligible at the pre-qualification stage.
- c) The period of contract for supply of cooked diet shall be from date of award of contract upto the last day of March next year.
- d) Bids submitted must be unconditional and no communication will be made till the finalization.
- e) Late and delayed tenders will not be accepted.

- f) The Tender Inviting Authority (CMO/Sr.MS/MS/BMO/SMO I/C) reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- g) The Bidder should register on website <https://hptenders.gov.in> and obtain User-ID and Password before tendering. In case of any problem; you may contact office of (Tender Inviting Authority), on Phone No.(Please enter Phone No.).
- h) Entire tender process will be carried out on line through above mentioned website. Bidders are advised to procure E-Token / Digital Signing Certificate from suitable vendors or from any authorized agency.
- i) Before submission of online bids, bidders must ensure that scanned copies of all necessary documents shall have been uploaded with the bid.
- j) The process for e-tendering can be observed/practiced on demonstration site <https://demoeproc.nic.in>.
- k) Bidders are advised to check / see website <https://hptenders.gov.in> regularly to check for any amendment / corrigendum in the tender document. All subsequent notifications / amendments / notices shall be published only on the aforesaid website only.
- l) The bids shall be opened on the date and time mentioned in the Tender Notice in the presence of Bidders who opt to be present. If the date fixed for the opening of the tender is declared a holiday, the tenders shall be opened on the next working day at the same time as fixed for the original date for this purpose. The undersigned reserves the right to accept or reject any or all tenders in part or whole without assigning any reason, what so ever.

D. GENERAL INSTRUCTIONS:

1. THE E-TENDER DOCUMENT SHALL BE UPLOADED IN TWO PARTS:

- I. **Pre-qualification/ Eligibility Bid:** The Bidders shall submit and upload required documents, information required as per tender document. It shall contain scanned copies of all requisite documents, certificates etc. as specified in the tender document duly filled in and digitally signed. All the documents must be scanned and uploaded in pdf format with 100 dpi with black and white option. The scanned documents should be clear and legible.
- II. **Financial Bid/Price Bid/BOQ:** It shall contain financial bid / BOQ uploaded in .xls format which will be available for bidder on website <https://hptenders.gov.in> online. The financial bid / BOQ will be opened only of those Bidders who qualify Pre-qualification/Eligibility Bid criteria/technical evaluation. Financial Bid /BOQ will not be accepted in physical form. Date & Time for opening of Financial Bid/Price Bid/BOQ shall be published on the aforesaid website after technical evaluation.

2. ELIGIBILITY OF BIDDER (ESSENTIAL CONDITIONS)

The Bidder must be registered under contract labour Act/Shops and Commercial Establishment Act/Company Act having his registered office /branch office in Himachal Pradesh at the time of applying the tender. The certificate to the above effect must be attached with the above tender. The annual turn-over for the preceding three financial years should be as under: -

- (i) Up to 30 Bedded Hospital: Annual Turnover Nil and EMD amount Rs. 10,000/-
- (ii) For 31 -100 Bedded Hospitals: Annual Turnover Rs.5,00,000/- and EMD amount Rs. 20,000/-
- (iii) For 101-200 Bedded Hospitals: Annual Turnover Rs. 10,00,000/- and EMD amount Rs. 50,000/-

(iv) For 201 bedded & above Hospitals: Annual Turnover Rs.25,00,000/- and EMD amount Rs. 75,000/-

3. DOCUMENTS REQUIRED TO BE UPLOADED ONLINE FOR PRE-QUALIFICATION

BID:

- I. Tender Form (with Annexures-1 to 7) duly filled in, where applicable and with Signatures of the bidder or his/her authorized signatory on each page of the Tender Document in acceptance of the terms and conditions contained in the Tender Document.
- II. Scanned copy of passport size photograph, showing name of the tenderer/ authorized signatory on the Form Annexure- 1 to be uploaded.
- III. Scanned copy of PAN (Permanent Account Number) of the tenderer / firm issued by the Income Tax Department to be uploaded. In case of a partnership firm, the PAN should be in the name of the firm or individual applying for tender only. However, this condition will not be mandatory for Clause 2 Eligibility of Bidder (essential conditions) (i) & (ii) mentioned above.
- IV. Copy of Goods and Service Tax registration certificate. to be uploaded. However, this condition will not be mandatory for Clause 2 Eligibility of Bidder (essential conditions) (i) & (ii) mentioned above.
- V. Scanned copy of valid License / registration under the Prevention of Food Adulteration Act, 1954 /valid license / registration under FSSAI Act, 2006 in the name of the tenderer /firm to be uploaded.
- VI. Bidder should have minimum three years experience of providing cooked diet services in Government Hospitals/ Private Hospital within the State and duly empanelled by the State of Himachal Pradesh, located in the State of Himachal Pradesh, mess of hostels at Government and Private Educational Institutional located in Himachal Pradesh, however there shall be no requirement of experience in case of hospitals with 30 beds or less than 30 beds.
- VII. Scanned copy of the valid authorization letter given by the directors / owner of the firm/agency in favour of the authorized signatory to be uploaded or scanned copy of Power of attorney in case of a partnership firm to be uploaded. (Not required in case of individuals)
- VIII. The bidder should comply all statutory provisions of employees State Insurance Act and Employees Provident Fund Act and rules there under to ensure the subscription to ESIC and EPFO wherever required.
- IX. Scanned copy of Earnest Money Deposit in the form of FDR/DD from any of the Nationalized or Commercial Bank pledged in favour of the Tender Inviting Authority i.e. the Chief Medical Officer/Sr.MS/MS/BMO/SMO I/C to be uploaded,
- X. An undertaking as per Annexure-2to be submitted/uploaded duly signed by the tenderer (Bidder) on a judicial stamp paper of Rs. 20/- which should be duly attested by the Notary Public of the area.
- XI. An undertaking duly attested by the Notary public of the area on a judicial stamp paper of Rs.20 given by the tenderer stating that:
 - i. I or my firm has not been convicted in any case related to supply of cooked diet or in any other case / tender by any departments. My firm has never been blacklisted from anywhere.
 - ii. No tax liability is pending against the tenderer or the firm to the Income Tax Department or any other Department of the State Government or Government of India.
 - iii. I or my firm has not been blacklisted or banned by the Government of HP, any state Govt. or Govt. of India from providing the cooked diet services or from participation in the tenders of cooked diet anywhere.

4. ESSENTIAL DOCUMENTS REQUIRED FOR PRICE BID:

- i. It shall contain financial bid / BOQ uploaded in .xls format which will be available for Bidders on website <https://hptenders.gov.in> .(Price Bid Format as per **Annexure -6**).

5. TENDER PROCESSING/EVALUATION:

- i. The tenderer should assess the volume of business by himself. No minimum supply orders for cooked diet or business guarantee will be furnished to the Contractor towards supply of the cooked diet during the contract period.
- ii. The pre-qualification/eligibility bid will be opened on (-----) at PM and on (----- - at PM) as mentioned against the name of each Hospital in the office of the undersigned i.e. the Chief Medical Officer, Sr. MS/MS/BMO/SMOI/C by a tender opening-cum Evaluation committee constituted for this purpose in the presence of tenderers or their authorized representatives who wish to be present.
- iii. The decision of the Chief Medical Officer, Sr. MS/MS/BMO/SMO I/C in this regard shall be final and no requests etc. will be entertained from the bidders.
- iv. In case date fixed ----- & ----- are declared as Government holiday, the tender will be opened on the next working day at the same time and venue.
- v. Tenders not conforming to the essential requirements, as per all the terms & conditions of the tender form and as per the **Check List (Annexure-5)** of the Tender Form will be rejected and no correspondence thereof shall be entertained whatsoever.
- vi. Price bid of only those tenderers shall be opened who are found qualified at the pre Qualification stage after scrutiny of the Pre-Qualification bids /technical bids. Time & Date for opening of Price Bid shall be fixed and intimated to the tenderers qualifying in Pre- Qualification bid.
- vii. The tenderers are advised to visit the concerned hospital premises to assess the scope of services to be provided, before submitting their tender application
- viii. Bids submitted must be unconditional and no communication will be made till the finalization.
- ix. Late and delayed tenders will not be accepted and the office of the undersigned shall not be responsible for any delay caused for the receipt or submission of tenders by post.
- x. The tender of the person/ firm(s) who have been black listed by the State Govt. or Govt. of India shall not be entertained or accepted in any manner and may be rejected at any stage before or after opening of the bids and the contract, if any awarded may also be cancelled at any time without any notice to the contractor.
- xi. Bidder submitting a tender would be presumed to have considered and accepted all the terms and conditions of the tender form and Annexures annexed thereto. No inquiry, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
- xii. Any Act on the part of the tenderer to influence anybody in the Department shall liable for rejection of Tender without assigning any reasons for the same.
- xiii. Tender Inviting Authority (Chief Medical officer/Sr. MS/MS/BMO/SMO I/C HP) reserve the right to accept or reject any or all the tenders without assigning any reason thereof.
- xiv. Tender Inviting Authority may ask for additional information / Document(s), if any. The tenderer has to submit the required information/document as asked for by the Tender Inviting Authority.

6. NEGOTIATION IN PRICE BID:

The Tender Inviting Authority (Chief Medical Officers Sr.MS/MS/BMO/SMO I/C HP) on the recommendation of the tender opening-cum-Evaluation Committee reserves the right to accept the price bid of the accepted lowest (L-1) bidder as such or to call such bidder/ tenderer for further negotiation in the price bid rates of anyone or all the items of cooked diet mentioned in **Annexure-3**. Tender inviting authority reserves the right not to accept any tender.

7. AWARD OF CONTRACT:

Award of contract will be issued to the L1 Bidder subject to necessary approvals from CMO for institutions below District and for district level hospital approval from HOD. If due to any reason L1 bidder is unable to deposit due performance security or execute the agreement within stipulated time after depositing the performance security then that bidder will be rejected its EMD will be forfeited and L2 bidder may be called for the negotiation and if L2 bidder agrees to work on the rates quoted by rejected L1 bidder then contract may be awarded to L2 Bidder at the L1 rates, subject to necessary approvals from CMO for institutions below District and for district level hospital approval from HOD.

8. PERIOD OF CONTRACT:

The contract will be for a period of two financial years which will end in the second financial year i.e. by 31st March of that financial year, without any further extension.

9. AMENDMENT TO TENDER DOCUMENTS

If any amendment/modification is made with the prior approval of the Govt., the same will be conveyed to the Tender Inviting Authorities and further to be uploaded by the concerned Tender Inviting Authorities on website <https://www.hptenders.gov.in> and will be binding on the Service Provider/Contractor(bidder).

E. TERMS & CONDITIONS FOR FILLING UP OF TENDER FORM:

Please read the following Terms & Conditions carefully before filling up the tender form documents. Incomplete Tender Documents will be rejected straightway.

1. All pages of the Tender Document must be signed and uploaded online by the tenderer or his/her authorized signatory as token of having accepted all the Terms and Conditions of this Tender.
2. The name and address of the tenderer shall be clearly written in the space provided for the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
3. The Tenderer (Bidder) must write the name & complete postal address of the bidding firm on the reverse side of the FDR submitted with the tender as Earnest Money Deposit.
4. Before submitting the tender, details of documents to be attached/uploaded may be verified from the **Check List given in Annexure-5** of the Tender Document. Tenders received without proper documents, including demand draft towards cost of tender document and FDR towards Earnest Money Deposit shall be summarily rejected.
5. The tender should be filled in and submitted strictly in accordance with the instructions contained herein; otherwise the Tender is liable to be rejected.

F. REFUND OR FORFEITURE OF EARNEST MONEY DEPOSIT:

1. Earnest Money Deposit of the unsuccessful bidders will be refunded within one month from the date of finalization of tenders.
2. Earnest Money Deposit of the successful bidder shall be forfeited if the contractor does not fulfil any of the following conditions:
 - i. if an agreement is not signed in the prescribed form within seven days of the receipt of the Letter of Award of Contract;
 - ii. If the Contractor does not commence services within seven days from the date of signing the agreement for commencement of services.

- iii. Any loss penalty or any other cogent and non execution of the contract can also be recovered from the contractor as decided by the Tender Inviting Authority (Chief Medical Officer,/ Sr. MS/MS/BMO/SMO I/C) no correspondence in this regard will be entertained.
- iv. If the contractor fails to obtain necessary certifications / registrations to carry out activity in the said premises within one month from the receipt of letter of award of contract

G. TERMS AND CONDITIONS FOR SUPPLY OF COOKED DIET SERVICES IN THE VARIOUS GOVT. HOSPITALS

1. Gas Pipeline, Utensils, Gas Chullhas is available with the concerned Hospital, will be provided to successful contractor on loan basis by the concerned Hospital Administration, but their safety and maintenance and actual cost bearing if any will be sole responsibility of the contractor which will be returned to the hospital in good condition at the time of vacation of premises at the expiry or termination of the contract. If any loss is found to any inventory, the contractor shall make good of such loss failing which the same shall be recovered from the performance Security Deposit. (or) Gas Pipeline, Utensils, Gas Chullhas is not available with the concerned Hospital, and successful contractor has to make necessary arrangements on his / her own for the same.
2. Kitchen hall / premise if available in Hospitals, will be provided to successful contractor on assessed rent basis by the concerned Hospital Administration and the rent shall be assessed by the HPPWD Authorities and the same will be returned to the hospital in good& undamaged condition at the time of vacation of premises at the expiry or termination of the contract. If any loss is found to any inventory/structure the contractor shall make good of such loss failing which the same shall be recovered from the performance Security Deposit. In case, Kitchen Hall/premises is not available in hospitals, the contractor will have to make his own arrangements for a kitchen near to the hospital at his/her own expenses for preparation & serving the cooked diet in the concerned hospital. The rent shall be paid by the contractor on monthly basis, failing which the same shall be recovered from his running/pending payments.
3. Specification of Materials: The contractor shall ensure and confirm that only new, original and genuine kitchen utensils/ appliances/ equipment shall be used by him for providing this service.
 - i) All equipment should be fabricated out of first quality food-grade non-magnetic stainless steel material. All the joinery should be done by argon arc welding, duly ground and polished.
 - ii) The contractor shall provide all utensils for cooking, serving, carrying, storage and distribution of the cooked food as per quality approved by competent authority of health facility. He shall provide patients with good quality utensils for taking the meals. He shall promptly replace utensils damaged/ defaced due to wear and tear, to the satisfaction of the competent authority of health facility. If the contractor avails of any utensils, cooking appliances, food trolley or other equipment from the health facility, he shall submit a list indicating the current usable condition of such items to the in-charge of health facility at the time of taking possession. On termination of his contract he shall return these items, duly matched with the said list to the health facility. He shall use these items with due care. He shall replace any of these items damaged due to mishandling on his part, to the satisfaction of the competent authority of the health facility.
 - iii) All burners of cooking ranges shall be Indian Oil Corporation's (or) PSU Oil Marketing Companies approved burners. All other L.P. Gas parts shall be of branded company with ISI marks.
 - iv) All compressors for refrigerators (CFC Free) and water-coolers etc. shall be hermetically sealed compressors of branded company.
 - v) All legs of working tables, storage racks, cross bracings etc., shall be made of firm stainless steel pipes.
 - vi) All working tops shall be sound dampened by suitable method.

- vii) All equipment shall be complete in all respects and ready to use to the entire satisfaction of the in-charge of health facility, including all accessories, fittings etc.
 - viii) All electrical equipment and electrical part(s) of the equipment should be of reputed brands with ISI mark.
 - ix) All equipment shall be pre-plumbing tested for electrical insulation and earthing.
4. **LPG:** The contractor shall only use commercial LPG as cooking fuel. Use of electricity as fuel or polluting fuels like wood, other fossil fuels etc. shall be deemed to be a lapse in the services being provided by the contractor and shall be liable for deduction of liquidated damages and other remedies available to the health facility under the contract. The ovens and cylinders have to be procured by the successful bidder at their own cost. However, at the end of the contract period, the contract or will be at liberty to take possession of the ovens, cylinders and other materials procured by him at his own cost.
 5. The contractor shall provide the indoor patient diet supply service absolutely and exclusively to the indoor patients admitted to the health facility, as per instructions issued by the competent authority. He shall not use the site/ premises, utilities, utensils, equipment etc. allotted to him by the health facility for performance of this contract for any other purpose like storage of materials for other contracts, sub-leasing of his allotted premises, allowing housing for staff/non staff etc.
 6. Cooking Gas for cooking purpose will be procured by the successful Contractor him/herself without any responsibility of the concerned hospital Administration. Commercial gas cylinders will be used for cooking purpose in the canteen. Use of Electricity & Coal for cooking purpose will not be allowed. Other Utensils etc. in sufficient quantity as needed for cooked diet preparation and serving services, which are required extra, will also be procured by the successful Contractor him/herself;
 1. Maintenance of Kitchen of hospital and of Utensils, Gas Chullhas etc. handed over by the Hospital Administration will be the sole responsibility of the Contractor.
 - i. Addition, alternation or modification in the existing kitchen premises, if any, is not permissible without prior approval of the hospital authority.
 - ii. The contractor will not have any ownership rights on the kitchen premises, if any.
 - iii. The contractor shall neither sublet any portion of the premises of kitchen of hospital, if any, in any form for any purpose to anyone else nor shall transfer its rights to any other person(s). If found, action will be taken as deemed fit including forfeiting of the Security Deposit and termination of the Contract.
 2. The tenderer should assess the volume of business by himself. No minimum business guarantee will be furnished to the Contractor towards supply of cooked diet, consumption of food items etc in the hospital. He/she is advised to maintain the highest quality & nutritive value at the approved rates in the interest of the patients.
 3. The contractor shall bear all the expenses for preparation of the cooked diet and the concerned hospital administration shall not in any manner be liable to reimburse the expenses so incurred by the contractor.
 4. All work shall be carried out with due regard to the convenience of the hospital and hospital administration. The orders of the concerned hospital authority shall be strictly observed.
 5. The contractor shall provide the cooked diet in the concerned hospital on all the days during the period of contract.
 6. The contractor may be directed at any time by the concerned Hospital Administration in the interest of the patients and the contractor shall be bound to obey the orders or directions given in this regard.
 7. If the concerned Hospital Administration is not satisfied with the quality of cooked diet/eatables served, services provided or behaviour of the contractor or his/her staff, the Contractor will be served with 24-hour notice to improve the quality or rectify the defect(s), failing which the concerned Hospital Administration will be at liberty to take appropriate necessary steps as deem fit under the provisions of terms & conditions of this tender form including imposition of penalty.

8. The Contractor shall himself arrange for Emergency lighting in the kitchen, if any, at his own cost;
9. For any dispute regarding quality & service, the decision of the concerned Hospital Administration shall be final and binding on the contractor.
10. The kitchen, if any, should not be used as a manufacturing place for the any shops or any other parties etc. Kitchen premises should not be used for any other activity except for the purpose for which it has been provided for.
11. The Contractor shall be responsible for the proper maintenance of the kitchen space, if any and other infrastructure if any provided to him. The responsibility for any damage due to breakage, theft or fire will be that of the contractor. Care must be taken to ensure that while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the hospital are damaged. Any damage to Hospital property/ fixtures will have to be rectified/repaired/ replaced by the Contractor failing which the same will be got done by the concerned Hospital Administration from the amount of the Performance Security deposit of the contractor under proper intimation to him. Storage of inventory will be at the personnel risk of contractor. Any loss of inventory due to theft , fire etc hospital management won't be responsible
12. The contractor shall keep the kitchen premises and its surrounding areas neat and clean with up to date sanitation every day after the services are over. The cleaning includes cleaning of kitchen hall, floor, counter, benches, tables, chairs, service trolley, utensils etc. He will have to maintain good standard of service and clean environment of a high level for ensuring the cleanliness and hygienic conditions of the kitchen and surrounding premises. Pest control as per food industry practices has to be carried out and pests / animals are to be avoided in the premises. Kitchen cleaning , pest control schedule needs to be displayed indicating date last carried out , due date etc.
13. He/she will arrange soap, towel etc. at the washbasin at his own cost.
14. Disposal of waste material shall be done by the contractor in accordance with the prevalent rules and regulations himself at his own cost.
15. The contractor of the canteen shall not allow smoking or drinking in the kitchen (if any handed over to him) by any officer, official of the Health Department, visitor, patient or attendant otherwise strict action shall be taken against the contractor including the Imposition of penalty. Similarly, storing, supply, sale and consumption of drugs, alcoholic drinks, cigarettes & other Tobacco products or any other items of intoxication are strictly prohibited inside or outside the kitchen premises or hospital campus. On any breach of such restrictions by the Contractor or his staff will attract deterrent action against the Contractor as per statutory norms/prevalent Laws.
16. A Diet monitoring committee will regularly on day to day basis check the quality of diet in their respective hospitals and keep the record also. Payment of the contractor for the month will only be released after the OK report from this committee.
17. In case of complaints and subsequently on having found these complaints correct after verification by the committee, a notice will be served to the contractor. In case three such notices are served and there is no improvement even after the expiry of third notice period, CMO/Sr.MS/MS/BMO/SMO I/C/MO Incharge may stop the contractor to supply the diet in that hospital any more. CMO/Sr.MS/MS/BMO/SMO I/C/MO Incharge will make some alternate arrangement for the supply of diet immediately. In case Hospital authorities have to bear more expenses than they were supposed to pay to the contractors for that period, the difference of more payment made will be deducted from the contractor's due payment or from security money deposit. Matter will also be referred to the state committee for further decision.
18. In case any food sample is taken by Designated Officer/Assistant Commissioner (Food Safety)or any other Statutory Authority and that sample fails or declared as not of standard quality, CMO/Sr.MS/MS/BMO/SMO I/C/MO Incharge will stop the contractors to supply the diet in that hospital any more. CMO/Sr.MS/MS/BMO/SMO I/C/MO Incharge will make some alternate arrangement for the supply of diet immediately. In case hospital authorities have to bear more expenses than they were supposed to pay to the contractor for that period, the

difference or more payment made will be deducted from the contractor's due payment or from security money deposit. Matter will also be referred to the State Tender Committee for further decision.

19. The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the Institution/Hospital and utmost secrecy and confidentiality must be maintained.

20. Earnest Money Deposit

The amount of Earnest Money Deposit shall be deposited by the tenderer with their tenders. Which may regulated in following manner.

Sr. No.	Type of institution	Earnest Money Deposit
1.	Up to 30 bedded institution	Rs.10,000/-
2.	From 31 to 100 beds	Rs 20,000/-
3.	From 101 to 200 beds	Rs.50,000/-
4.	From 201 & above	Rs. 75,000/-

The Earnest Money of unsuccessful bidder shall be released after award/signing of contract. The EMD of successful bidder may be adjusted towards Performance Security.

21. **Performance Security :-** Performance security deposit will be as mentioned below or 10% of the estimated contract value for a year (whichever is less)

Sno.	Amount of Estimate Value of Rate contract/Tender	Performance security
1	Less than Rs. 1 Lac	10,000/-
2	Above 1 lac to 5 lacs	25,000/-
3	Above 5 lacs to 10 lacs	50,000/-
4	Above 10 lacs to 50 lacs	1,00,000/-
5	Above 50 lacs to 1 Crore	5,00,000/-
	Above Rs. 1 Crore	10,00,000/-

22. EPF/GST/INCOME TAX:

- ECR of EPF deposit for the current month payment and GST challan shall be submitted before payment of the subsequent month.
- TDS and GST-TDS will be deducted as per prevailing Income Tax /GST Laws.
- The TDS/Income-tax/GST-TDS as applicable shall be deducted from the bill unless exempted by the Income-Tax Department/GST Deptt., wherever applicable.
- The department will deduct Income Tax at Source as per Income Tax Act, 1961, GST/TDS as per GST Law, wherever applicable.
- Rates for all the items should be excluding of GST (if applicable).
- The selected bidder (L-1) shall submit the proof of deposit of GST and EPF for the current month with the claims of next month. The field offices have to submit regularly the proof of deposit of EPF and GST provided by the L-1 bidder to Director Health Services HP, before releasing next payment.

H. ITEMS TO BE SUPPLIED IN COOKED DIET SERVICES IN THE HOSPITAL:

- The contractor shall prepare and supply the cooked diet in the hospital to the patients from time to time during the period of cooked diet contract those items in breakfast/lunch/dinner etc. on the rates duly approved in the tender for the period of contract. The Items to be prepared and supplied to the patients are given inthe "List of Approved Items for Cooked Diet Contract in Annexure-3.

2. Menu of the lunch or Dinner should not be repeated and should be changed every day. The Lunch items should not be repeated in the Dinner and fresh items should be prepared & supplied in the dinner daily.
3. The Contractor will use only branded raw materials for preparation of items/food stuffs. A good & standard quality of spices, oil/ghee, butter etc. will be used for cooking & serving of the food and eatables. (The contractor must avoid use of heavy & inferior quality spices, oils, chemicals, colours etc. in preparation of the food stuffs in order to maintain the natural taste, nutrients and hygienic conditions of the prepared materials/items).
4. The Cooked Diet checking & Monitoring Committee constituted by concerned Hospital authorities or the individual members of the Committee or the Head of the Hospital Administration or any other authorized officer may periodically monitor quality of raw materials, food & vegetables, and other items prepared in the kitchen or elsewhere and served by the contractor. Any defect(s) pointed out by members of Committee or any other officer during their visits shall be properly attended to by the Contractor. The Committee or the visiting officers shall also inspect the Hygienic conditions through CCTV. The contractor will have to maintain the standards up to satisfaction of the Committee and concerned hospital Administration as per the prescribed norms/conditions.
The Chief Medical Officer/Sr. MS/MS/BMO/SMO I/C/ or the members of the Cooked Diet checking & Monitoring Committee of concerned hospital or the Head of the Hospital Administration or any other authorized officer will have the power to inspect the cooked or uncooked materials, foodstuffs, raw materials etc. at any time, and if found not worth eating or not of required good quality standards, the same shall be discarded and the same may also be sent to PFA/FSSAI accredited Laboratory etc. for testing and strict action may be taken against the contractor including imposition of penalty under the terms & conditions of the tender/contract and according to concerned act.

5. The Food Supplied: -

- i. All food materials should be fresh and of the specified size and quantity as given in the menu chart and diet schedule.
 - ii. All raw food materials supplied by contractor should be thoroughly cleaned in hot clean water prior to cooking. All vegetables are to be washed prior to dicing. Although the use of spices should be the bare minimum, care should also be taken to ensure that the cooked food is palatable and easily digestible.
 - iii. All condiments and cooking medium used should be procured in sealed and branded packets/ tins/ containers and conform to Agmark Grade 1.
 - iv. Pasteurized, homogenized, double toned milk/ Curd/ Lassi is to be procured in sealed pouches and supplied to the wards in pouches for distribution to patients. If specified by the competent authority, the milk is to be taken out from the pouches in the kitchen/ ward pantry and boiled prior to supply.
 - v. All food supplied should conform to all the provisions of The Food Safety and Standards Act, 2006, as amended from time to time. Within one month of commencement of his service at the health facility, the contractor shall apply for license/Registration under The Food Safety and Standards Act, 2006 with the appropriate authority and submit a photocopy of the receipt-acknowledgment for such to the in-charge of health facility.
 - vi. The contractor shall provide for sufficient numbers of covered trolleys to deliver the cooked food to patients in wards in a hygienic manner, so that no contamination takes place during transit and the food served to patients is hot and palatable.
6. The person engaged in cooked Diet work will wear Apron, Mask and Cap during the working hours. Persons having communicable disease should not be permitted to carry out the activity on the said day.

I. ELECTRICITY AND WATER CHARGES

In the hospitals where the kitchen premises are available, the electricity and water charges for the kitchen of the hospital will be borne by the concerned hospital Administration. The contractor will

use the electricity for the lighting purpose only and use of electricity for cooking or heating purpose in the kitchen is strictly prohibited/ banned and in any case of misuse of electricity, the Hospital Administration will be at liberty to impose any penalty on the contractor as per the terms & conditions of the tender form. Similarly, the water will be used in a very economical manner for cooking and cleaning purpose only. If at any time it is found that the electricity or water is being misused by the contractor or his staff, then strict action will be taken by the hospital administration against the contractor including imposition of penalty as may deem fit which if not paid in time shall be deducted from the performance security deposit money of the contractor.

J. WORK MANAGEMENT:

1. If required, the Contractor shall engage adequate number of trained/semi-trained staff and Manager for preparation and supply of good cooked diet/kitchen services in hospital campus and for work during working hours & late hours or on Sundays or holidays according to the requirement of hospital. But in such a case he shall be fully responsible for their wages conduct, behaviour Security, Safety employment benefits etc. as per Contract Labour Act or other relevant laws. The age of the staff provided by the contractor in the kitchen should be between 18 to 65 years. If employed, all the workers appointed in kitchen will have to be medically examined by the contractor initially at the time of appointment and at the interval of every six months. The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases. Therefore, only medically fit personnel shall be allowed to work in the kitchen. The antecedents of the staff employed in kitchen shall have to be got verified by the contractor immediately from the Police Department. Every staff so appointed by the contractor shall wear the Uniform according to seasons i.e. summer uniform in summer and winter uniform in winter season and a badge bearing his name and designation, while on duty. The said uniform and badge or name plate shall be provided by the contractor at his own cost. The uniform and shoes worn by the staff should always be neat and clean and well maintained. The Contractor shall ensure proper discipline among his/her workers, if any appointed and shall further ensure that they do not indulge in any unlawful activity. The workers, if any, must refrain from smoking in the hospital premises. All staff workers should have courteous and helpful nature while giving services in the kitchen to the officers, attendants and patients. They should take proper care of their instruments, and promote safety by reporting any dangerous situations observed by them if any from time to time. If any personnel engaged by the contractor is found indulged or indulging in illegal and intolerable activities, he/ she shall be handed over to the police by lodging an FIR in the matter immediately and any other administrative action as deem fit shall also be taken including action against the contractor including termination of the contract with immediate effect. The Contractor shall ensure that either he/she himself/ herself or his/ her representative is available for proper administration and supervision of the cooked diet services at all times so that the works are to the entire satisfaction of the Institute. The workers, if any are employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with the concerned hospital Administration and the Health Department of HP shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against the concerned Hospital Administration for employment or regularization of their services by virtue of being employed by the Contractor, against any temporary or permanent posts. The Contractor shall be personally responsible for conduct and behaviour of his staff and any loss or damage to Institute's moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor. The concerned Hospital Administration or any authority associated to it, will not be responsible for any injury or loss of life of personnel, if any, employed by the contractor, which may take place in course of their employment. If it is found that the conduct or efficiency of any person or staff member employed by the Contractor is not satisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of the intimation given by the Hospital Administration. The Hospital Administration shall have the right to ask the contractor

for the removal of any worker or staff member of the contractor whose services are not found satisfactory or who is not found to be competent in the discharge of his duty. The decision of the concerned Hospital Administration in this regard will be binding on the Contractor.

2. If any workers are appointed in the kitchen by the contractor, then the Contractor shall him/herself be responsible for timely payment of wages to his/her workers. It shall be the responsibility of the contractor to pay minimum wages revised from time to time as per Labour & Employment Act, by the Govt. of Himachal Pradesh to the labourers, workers or servants employed by him in the kitchen and to fulfil all other statutory obligations, such as, Employees Provident Fund, ESI, Leave etc. in force from time to time. The Contractor shall also abide by and comply with all the relevant laws and statutory Requirements covered under Contract Labour (regulation & abolition) Act 1970, EPF & MP Act 1952 and any other law if applicable in regard to the labour engaged by him for works. The contractor shall be himself/herself responsible for his /her registration under the Contract Labour Act, EPF Act, etc. if required under the provisions of any Act/law of Govt. In the case of strike or agitation by any or all of his workers or staff members, the contractor shall be responsible to make alternate arrangement for providing cooked diet services. The contractor or his authorized representative shall always work under overall supervision and direction of the concerned Hospital Administration.
3. Employment of child labour is strictly prohibited under the laws. Therefore, the Contractor will not employ any child for cooked diet preparation & services in the kitchen/hospital or elsewhere.
4. All the terms and conditions mentioned in the tender form shall be considered as a part of the contract agreement to be executed by the contractor for cooked diet with the tender accepting authority.
5. The contractor shall not use the name of the concerned hospital in the business dealings with other persons or traders with whom he may have business relations for procuring various articles for the kitchen.
6. The Department of Health, HP or the concerned Hospital Administration shall not be responsible for the liabilities of contractor if any whatsoever incurred by the contractor for running and maintaining of the kitchen or cooked diet services.
7. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place and surrounding etc.
8. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the hospital by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good and compensate such claims or damages to the Institute. As a result of the acts of the Contractor, if the hospital is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the concerned Hospital Administration otherwise the concerned Hospital Administration reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Performance Security Deposit of the Contractor lying with the tender accepting authority. The Contractor shall not appoint any sub-contractor to carry out his duties/obligations under the contract.
9. Any dues against the customers will be at the risk of the contractor and the Government/Hospital authorities will not be responsible in any case.
10. The contractor will have to present himself before the Hospital authorities as and when required for instructions & guidelines etc.
11. The CMO/MS/SMO I/C will ensure providing 24x7 services.

K. PENALTY :

A penalty of Rs.200 to Rs.5000/- depending upon case to case basis, on each occasion, may be imposed on the contractor by the concerned hospital Administration or by the Chief Medical Officer/Sr. MS/MS/BMO/SMO I/C, HP for non-supply of cooked diet in the concerned Hospital on any day during the period of contract or for supply of cooked diet or any other related eatables / item(s) in inferior (low) quality or for any breach of other terms & conditions of this

tender or agreement of contract, which if not paid by the contractor well in time may be deducted from the performance security deposit amount of the contractor or from running bills for the months. Similarly, storing, supply, sale and consumption of drugs, alcoholic drinks, cigarettes & other Tobacco products or any other items of intoxication are strictly prohibited inside or outside the kitchen premises or hospital campus. On any breach of such restrictions by the Contractor or his staff will attract deterrent action against the Contractor as per statutory norms/prevalent Laws besides liability of termination of contract.

L. PAYMENT OF BILLS:

The Contractor shall be paid from time to time on the monthly bills duly signed by the contractor and checked & verified by the authorized Medical Officer/Head of the concerned hospital, such amount on the basis of the rates approved under this tender and contract agreement. The bills submitted by the Contractor must be accompanied with a detailed Statement of the cooked diet consumables during the month which should also be duly supported by the daily demand order(s) slips duly signed by the In-charge concerned and verified by the concerned Medical Officer of the concerned Hospital Administration. Further the payment of the bills of the Contractor is subject to the receipt of the budget for the same from the Government of Himachal Pradesh and in any case of delay in the payment on the bills, the contractor shall not in any way be entitled for any interest or compensation on the delayed payment(s). The contractor will have to make payment through cheques/NEFT/RTGS to the workers.

Hospital Authorities will not withhold any payment for more than one month without any justified & valid reason subject to availability of the budget/funds.

M. EXPIRY OR TERMINATION OF THE CONTRACT

1. The Chief Medical Officer/Sr.MS/MS/BMO/SMO I/C, on the report/ recommendation of a Committee duly constituted for the purpose or the Administration of the concerned Hospital, reserves the right to terminate the contract at any time without assigning any reason thereof and without giving any further notice to the contractor.
2. The contractor will vacate the kitchen and hand over the possession of the premises & utensils on the termination or expiry of this contract. If the contract is terminated due to any reason under the orders of the Department, as per HP Govt. conditions then contractor will have to vacate the kitchen premises within 24 hours after receiving the notice thereof. If contractor fails to vacate the kitchen premises on stipulated date & time as per the given direction then damage charges for the over stay will be recovered from the performance security deposit money up to maximum seven days at the following rates:
For less than 30 Bedded Hospital : Rs. 500/- per day.
For 31 -100 Bedded Hospitals : Rs. 1500/- per day.
For 101-200 Bedded Hospitals : Rs, 2500/- per day.
For 201 bedded & above Hospitals : Rs, 5000/- per day.
Maximum up to 07 days After which double of above amount will be recovered besides evacuation proceedings will also be initiated. If security deposit is insufficient to recover damage charges then the same will be recovered through the Court of Law.
3. If the Contract is terminated by the Contractor at its own discretion or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Contractor with the tender accepting authority/ concerned hospital Administration, the Security Deposit will be forfeited without prejudice to the Department's or Hospital Management's right to proceed further against the contractor for any additional damages that the Institute suffers as a result of breach of the aforesaid terms and conditions.
4. On expiry or termination of the contract, the Contractor will hand over all the utensils/ equipments /articles etc. supplied by the hospital, in good working condition, back to the hospital within 24 hours. If the service provider wants to discontinue the service he will have to give at least three month notice in advance and he will not discontinue the services abruptly. If

required, even after the expiry of contract period the service provider will have to continue services till finalization of new tender at the same terms and conditions.

5. The Tender inviting authority reserves the right to accept or reject the tenders or cancel the tender without assigning any reason.

N. JURISDICTION

Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference. In no case the successful contractor shall engage any sub contractor or transfer the contract to any third party.

Enclosures: ANNEXURE-1 TO 6

To,

Chief Medical Officer/Sr. MS/MS/BMOSMO I/C,

“I hereby certify that I have read carefully all the terms & conditions of the Tender document and agree to comply with all of them in case of acceptance & approval of my/our tender for cooked diet”

(Signature of tenderer with Address or seal/stamp)

TENDER FOR SUPPLY OF COOKED DIET TO PUBLIC HOSPITALS OF HIMACHAL PRADESH.

(Please give full information in writing wherever necessary or applicable in the columns and also mention page number of the enclosures where applicable)

1. Closing Date & Time of tender _____
2. Opening date & Time of tender _____
3. Name of Hospital for which tender given: _____
4. XXXXXXXXXX
Name & Address of tenderer/ Firm _____
/ Agency and Telephone no. _____
5. Name, Designation, Address and _____

Affix duly self

Attested

Passport size

Recent

photograph of

The

Telephone No. of Authorized person _____
of Firm/Agency to deal with the tender _____

(if any & Applicable)

b) Whether attested copy of the valid
authorization letter attached or not YES/ NO/Not Applicable

6. Permanent Account Number
issued by Income Tax Department _____

7. License No. Issued under _____
the Food Adulteration Act.
& Validity Period and FSSAI 2006

8. Cost of Tender Document Rs. _____

a. Amount: Rs. _____

b. Draft No: _____

c. Date of issue: _____

d. Name of the issuing Bank: _____

9. **Details of earnest money deposited**

a. Amount: Rs. _____ (Rupees. _____)

b. FDR No: _____

c. Date of issue: _____

d. Name of the issuing authority: _____

e. Validity period, if any. _____

10. Other information, if any

11. Declaration by the contractor:-

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

Dated: (Signature of Tenderer)

Name:

Designation:

Address:

Phone No. (O):

Phone No. (Mobile)

Enclosures attached with the Tender Form:-

Sr. No.	Enclosure Detail	Page No.

(Signature of Tenderer)

FORMAT FOR PROVIDING UNDERTAKING

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

To


The CMO/Sr.Ms/MS/BMO/SMOIC

.....

I, the undersigned, hereby certify that I have gone through all the terms and conditions mentioned in the tender form document for supply of cooked diet and I undertake to comply with them.

I, the undersigned, hereby solemnly declare and undertake as under:

1. That the Price Bid amount quoted by me in the Tender is valid and binding upon me for the entire period of the contract.
2. That I bind myself to the Chief Medical Officer, SMOIC/MS/Sr.MS HP and the concerned Hospital Administration for providing the cooked diet & services at _____ Hospital, Distt.
3. That the Performance security money deposited by me shall remain in the custody of the CMO/Sr. MS/MS/BMO/SMO IC, HP till 45 days after the expiry of the contract.
4. That the conditions herein contained and contained in the tender form shall form part of and shall be taken as included in the contract agreement itself.
5. That I will be wholly responsible for providing cooked diet services at _____ Hospital, _____ Distt. _____ HP as per the terms & conditions mentioned in the tender form.
6. That in case any workers are employed by me in the kitchen or elsewhere for preparation & providing of cooked diet, I shall be responsible to provide all benefits as applicable under the rules and Laws such as Minimum wages to the workers, E.P.F. Bonus, ESI, and Leave etc. to the eligible employees employed by me.
7. That I shall abide by the provisions of Minimum Wages act 1948 and Contract Labour Act 1970 and other Labour laws applicable from time to time, in case any workers are appointed by me for the cooked diet preparation & providing services.
8. That damage to the hospital property if any, due to lapse on my part or on the part of my staff may be recovered from me or my performance security deposit.
9. That lapse if any occur on my part or on the part of my staff while discharging the cooked diet services, the Chief Medical Officer, SMOIC/MS/Sr.MS, HP may cancel my contract and award the work to another agency and the loss or the cost difference may be recovered from me and can forfeit the performance security deposit money also. Complete detailed of duly verified of performance security.
10. That the decision of the concerned hospital Administration and the Chief Medical Officer, HP will be binding upon me in any matter.
11. I will never try to terminate the contract without three month prior notice.
12. I or my firm has not been convicted in any case related to supply of cooked diet or in any other case / tender by any departments. My firm has never been blacklisted from anywhere.



13. That no tax liability is pending against the tenderer or the firm to the Income Tax Department or any other Department of the State Government or Government of India.
14. That I or my firm has not been blacklisted or banned by the Government of HP, any state Govt. or Govt. of India from providing the cooked diet services or from participation in the tenders of cooked diet anywhere.
15. That in case of my declaration any information provided of my declaration

(Signature of the Tenderer with Stamp)

LIST OF COOKED DIET ITEMS / FOOD PRODUCTS ETC. TO BE PREPARED AND SUPPLIED BY THE CONTRACTOR TO THE PATIENTS IN THE CONCERNED PUBLIC HOSPITAL(S) ON THE RATES APPROVED IN THE TENDER/LETTER OF AWARD OF CONTRACT:

Sl. No.	Particular	Name of Item (Food Product)	Quantity
1	Full Diet	Chapati Rice with Dal and Sabji	4 Chapaties 100gms or 200gm rice in place of Chapaties, 75 gm dal & 250 gm seasonal vegetable (Sabji)
2	Full Diet	Khichari with Dahi	200gm Khichari and 150 gm Curd (Dahi)
3	Full Diet	With Matar Paneer	Matar paneer instead of seasonal vegetable as in No.1, on the day of Non Veg. Diet
4	Full Diet	Non Vegetable	Mutton 150gm or chicken 200gm with 200gm rice or 4 Chapaties
5	Breakfast	Veg/Non-Veg	4 Bread slice with butter 25 gm, boiled Milk with sugar per glass 250 gram milk & boiled egg Optional.
6	Evening tea	Veg	200 ml and biscuit 25 gm
7	Boiled Egg (Hen)	Non-Veg	One

Note:-

1. Item No. (4) Non Veg diet will be served in all the hospitals and it will be served only once in a week.
2. Khichari with Dahi will be served only on the basis of time to time demand of the concerned hospital.
3. The rates of the items as mentioned above will be approved in the tender for one financial year or for extended period and the contractor will have to supply all the items on the rates approved during the entire period of contract.
4. Menu of the lunch or Dinner should not be repeated and should be changed every day. The Lunch items should not be repeated in the Dinner and fresh items should be prepared for the dinner daily. Weekly/Monthly menu should be displayed.
5. Number of boiled eggs will be included in the bill as per actual & not on the basis of number of breakfasts.

Chief Medical Officer

CMO/Sr. MS/MS/BMO/SMO I/C

Signature of the Tenderer

TENDER FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITAL(S) OF HP (FORM OF CONTRACT

AGREEMENT to be signed on a non-judicial stamp paper of Rs.50)

This contract agreement is made on the _____ day _____ 2018 between the Chief Medical Officer/Sr.MS/MS/BMO/SMO I/C, hereinafter called 'the Employer on the one part and _____ (Name & Address of contractor) hereinafter called "the Contractor" on the other part, under which the contractor shall prepare & supply the cooked diet & serving services to the patients in _____ Hospital, , HP as per the terms and conditions of the tender and this contract agreement during the entire period of contract from w.e.f.to

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & conditions of contract hereinafter referred to.
2. The following documents shall be deemed to be read thoroughly and form a part of this Agreement, viz :
 - (a) Letter of acceptance for award of contract
 - (b) Terms and Conditions of the Tender Form for supply of cooked diet.
 - (c) Notice inviting Tender
 - (d) Price Bid of Tender.
 - (e) Addendums, if any
 - (f) Any other documents forming part of the contract.
- 1) The contractor hereby agrees to supply the cooked diet and other related approved items to the patients in the _____ Hospital, Distt.HP during the period of contract without any condition.
- 2) The contractor hereby also agrees to pay the employer/Government in consideration of the damage or loss or penalty of any kind, the amount as per the terms & conditions of the tender form or as per the decision of the concerned Hospital Administration.
- 3) The Employer hereby agrees to hand over the premises of kitchen of concerned hospital to the contractor (only if exists as per tender form) for the period of contract for providing the cooked diet & services as per the terms & conditions of the tender form.
- 4) The employer hereby also agrees to pay to the contractor in consideration of the supply of cooked diet & services to the patients in the concerned hospital on the bills of the contractor on the rates approved by the Department/Government under the contract agreement and the letter of acceptance and award of contract.

Handwritten signatures in blue ink, including a large signature on the left and several smaller ones to the right.

SIGNED, SEAL AND DELIVERED	
By the said _____ Name on behalf of the Contractor in the presence of the Witnesses	By the said _____ Name on behalf of the Employer in the presence of the Witnesses

1. SIGNATURE:

NAME:

DATE

DESIGNATION:

TELEPHONE NO:

1. SIGNATURE:

NAME:

DATE:

DESIGNATION:

TELEPHONE NO:

2. SIGNATURE:

NAME:

DATE:

DESIGNATION:

TELEPHONE NO:

2. SIGNATURE:

NAME

DATE:

DESIGNATION:


TELEPHONE NO:

Note:

+ To be made out by the employer at the time of finalization of the form of agreement. ++ Name of the hospital to be filled for which the tender has been accepted.

** Blanks to be filled by the employer at the time of finalization of the form of agreement.

Signature of the Tenderer



CHECK LIST OF THE DOCUMENTS TO BE ATTACHED WITH**PRE-QUALIFICATION BID OF TENDER FOR COOKED DIET**

- Note: 1) Please check whether the copies of the following documents have been ploaded/attached with the tender or not.**
- 2) All the Pre-Qualification Bid documents (along with Annexure 1 to 5) must be submitted separately in sealed Envelop-I super-scribed as "Pre-Qualification Bid for supply of cooked diet in respect of (Name of Hospital)"**

Sr. No.	Particulars	YES	NO
1	<p>Tender Form with (Annexure-1 to 7) duly filled in, where applicable, with</p> <p>Signatures of the bidder or his/her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document.</p>		
2	<p>One passport size self attested photograph pasted on the Form) showing name of the tenderer on the photograph in legible ink .</p>		
3	<p>Earnest Money Deposit as mentioned in the tender form in the of FDR/Demand Draft/Banker's Cheque /Bank Guarantee from any of the Nationalized or Commercial Bank issued or pledged in favor of the undersigned i.e. Chief Medical officer/Sr. MS/SMO IC, HP valid for 6 months and payable at _____, HP.</p>		
4	<p>An undertaking as per Annexure-2 to be submitted duly signed by the tenderer on a judicial stamp paper of Rs. 20/-and attested by the Notary Public of the area.</p>	???	
5	<p>An affidavit on a judicial stamp paper of Rs.20 given by the tenderer duly attested by the Notary Public of the area on the lines given in the tender form.</p>	???	

6	An Attested Copy of PAN (Permanent Account Number) Issued by the Income Tax Department. In case of partnership firm the PAN should be in the name of firm only.		
7	An attested copy of valid License under the Prevention of Food Adulteration Act 1954 as applicable in the State of HP/FSSA 2006		
8.	An Attested copy of the valid authorization letter given by the owner of the firm/agency in favour of the authorized signatory, only if required & applicable		
9.	Attested copy of Power of attorney in case of a partnership firm., only if applicable		
10.	Copy of GST Registration certificate		
11	Performa of Past experience (Annexure 7) with necessary notarized supporting documents		

Signature of Tenderer:

Name & Address

With rubber stamp

(Handwritten signature and initials)

PRICE BID FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITAL (S) OF HP

NOTE:-

- i. Please quote the amount of Price Bid individually for each item of cooked diet strictly in the Table given below, otherwise the price bid shall be rejected straightway.
- ii. Before submitting tender application and quoting the amount of Price Bid, the tenderers are advised to visit the concerned hospital premises to see the kitchen area, if any available & hospital premises to assess the scope of business & services to be provided in the hospital. No increase in the amount of Price Bid shall be allowed in any condition after the approval of the tender/rates.
- iii. As approved by the tender opening-cum-evaluation committee, the following Uniform Formula will be adopted to calculate the weekly Price Bid points for each item of Cooked Diet in order to ensure proper & justified weight age of the price bid of all the items of cooked diet in transparent democratic & justified manner. Total Weekly Price Bid will be calculated for all items in the below mentioned table as per the price bid of each diet multiplied by weekly service points . L1 will be the bidders who will be having the lowest of weekly price bid for all the items. The tender of cooked diet will be awarded to the tenderer/firm having the Lowest total of Weekly price Bid subject to further negotiation in the rates, if any, required as per the opinion of the committee:-
- iv. Weekly Price Bid points for each item of cooked Diet= $\text{price bid rate quoted for each item by the tenderer firm multiplied by weekly Service points.}$
- v. Weekly Service points= $\text{No of times/sessions each item of cooked diet required to be served to patients in one day(x) No. of days each item is required to be served during one week(as per chart given below by taking maximum of 14 diets in a week):}$
- vi. **In case the selected bidder (L-1) fails to provide the services as per the terms and conditions of the tender/agreement or in case the performance of the bidder is reported as non-satisfactory, L-2 bidder may match the rates with L-1 bidder and in case the L-2 Bidder refuses, then L-3 bidder may also match the rates with L-1 bidder who may be considered for providing cooked diet services, as per L-1 rates on the same terms & conditions of the tender document.**

NOTE:- FORMAT ONLY,RATES ARE TO BE QUOTED ONLINE.



Sr. No.	Name of item (Cooked Diet Product)	Quantity	No. of Times/sessions each item of cooked diet required to be served to patients in one day	No. of days each item is required to be served during one week in hospital	Details	Weekly service points	Price Bid rate quoted by tenderer/ firm per service point (exclusive of GST)	Weekly price bid
1	Chapati, Rice with Dal and sabji	Full diet (Item No.1.)	Two times	6.5 days	1X13	13		
2	Full Diet khichari with dahi	Full Diet (Item No. 2)	½ time (taken as two half time for week) two times	1 day (this item will be served as per demand)	2X1/2	1		
3	Full Diet with matarpaneer	Full Diet Item No.3	½ time	1 day	1/2X1	0.5		
4	Non Veg	Full Diet Item No. 4	½ time	1 day	½ X1	0.5		
5	Break fast	Item No. 5	One time	7 Days	1X7	07		
6	Evening Tea	Item No. 6	One Time	7 days	1X7	07		
7	Boiled Egg(Hen)	One (Item No. 7)	One time	7 days	1X7	07		

[Handwritten signatures and initials in blue ink]

PROFORMA FOR PAST EXPERIENCE

Order placed by (full address of Purchaser)	Order No. and date	Description of catering services	Value of order (Rs.)	Period of Contract	Remarks on Satisfactory Performance (attach documentary evidence)**

Note :The documentary evidence will be a certificate from purchaser or bill paid or TDS certificate issued by the purchaser/end user with cross-reference of order no. and date, with a notarized certification authenticating the correctness of the information furnished.

