

Cost of Form: Rs. 5,000/-



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**TENDER FOR**  
**OUTSOURCING OF DIETARY SERVICES**

at

**F.A.A. Medical College & Hospital, Barpeta**

NIT NO.	:	FAAMCH/DIET_SERVICES/1069/2017/762
NIT Issue Date	:	10 <sup>th</sup> July, 2017
Last Date of Submission	:	25 <sup>th</sup> July, 2017 upto 1:00 P.M.
Date of Opening	:	25 <sup>th</sup> July, 2017 at 1:30 P.M.

**Fakhruddin Ali Ahmed Medical College Hospital**  
**Jotigaon, Barpeta, Assam - 781301**

Phone : (03665) 252140 :: e-mail : [faame.barpeta2010@gmail.com](mailto:faame.barpeta2010@gmail.com)

[www.faamcassam.co.in](http://www.faamcassam.co.in)

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Government of Assam  
Office of the Superintendent  
Fakhruddin Ali Ahmed Medical College Hospital  
Barpeta, Assam - 781301

(Under Society for Medical Education, Barpeta)


Phone : (03665) 252140 :: e-mail : faamc.barpeta2010@gmail.com

No. FAAMCH/DIET\_SERVICES/1069/2017/762

Date- 10/07/2017

**NOTICE INVITING TENDER**

1. The F.A.A. Medical College & Hospital, Barpeta, requires to outsource Dietary Services for patients wherever it is deemed fit to cater to day to day requirements. The Institute intends to enter into Rate Contract for two years with approved licensed dietary service providers, which can offer Dietary Services as per terms & conditions contained in the Tender Form.
2. The Tender documents containing detailed information/terms and conditions for the purpose can either be obtained from the Office of Medical Superintendent, from **11<sup>th</sup> July/2017 to 24<sup>th</sup> July/2017 between 11 p.m. to 3 p.m.** with non-refundable payment of Rs. 5000/- or may be downloaded from website <http://faamcassam.co.in> Those who download the tender documents from the website should enclose the DD / bankers cheque for Rs. 5000/- (rupees five thousand only) (non-refundable) in favour of Superintendent, FAAMCH. The tender documents are not transferable.
3. Sealed Tender duly super scribed "**TENDER FOR OUTSOURCING OF DIETARY SERVICES**" addressed to the undersigned may be sent by post so as to reach by **25<sup>th</sup> July/2017** upto 1.00 p.m. or deposited in the Tender Box installed at the office of the Superintendent. Tender received after stipulated date/time shall not be entertained under any circumstances. The Tender will be opened on **25<sup>th</sup> July/2017** at 1.30 p.m. in the office of the Superintendent, F.A.A. Medical College Hospital in the presence of the tenderers or their authorized representatives who may like to be present.
4. Any future clarification and/or corrigendum(s) shall be communicated through (website).

  
(Dr. Babyeet Goswami)

Superintendent

F.A.A. Medical College Hospital  
Barpeta, Assam.

Memo No. FAAMCH/DIET\_SERVICES/1069/2017/762-A

Date- 10/07/2017

Copy forwarded for information to:

1. The Director of Medical Education, Assam, Sikkim, Khanapara, Guwahati – 22.
2. The Chairman, Society for Medical Education, Barpeta.
3. The Principal-cum-Chief Superintendent, FAAMCH, Barpeta.
4. The P.S. to the Hon'ble Minister of Health & F.W., Assam, Dispur, Guwahati- 6 for Kind appraisal of the Hon'ble Minister of Health, Assam.
5. The Director of Information & Public Relation Officer, Dispur, Guwahati – 6. **He is requested kindly to publish the tender notice in daily news papers. One in Assamese, one in English daily.**
6. The Deputy Superintendents, FAAMCH, Barpeta.
7. Dr. Uddip Talukdar, for immediate uploading the NIT in the FAAMCH website.
8. Notice Board, FAAMCH, Barpeta.
9. Notice Board of the Deputy Commissioner office, Barpeta.
10. Notice Board of the Revenue Circle office, Barpeta.
11. The Di&PRO, Barpeta for wide publication of the tender.
12. Office file.

  
Superintendent

F.A.A. Medical College Hospital  
Barpeta, Assam.

## GENERAL INSTRUCTIONS FOR BIDDERS

1. The tender is 'Two Bid' document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Tender Fee & Earnest Money Deposit (EMD). The financial bid should contain only commercial document. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
2. The tender Document can be downloaded from the website of <http://faamcassam.co.in> The Technical bid must accompany with the tender fee of Rs. 5,000/- (Rupees Five thousand ) only in the form of Demand Draft in favour of Superintendent, FAAMCH. The tender document fee is non-refundable, non-adjustable and non-transferable and is payable through a demand draft on any scheduled bank drawn in favour of the "Superintendent, FAAMCH".
3. The Tenders should be type written or hand written but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialling, dating and rewriting. **The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency's letter head.**
4. The Contracts concluded as a result of this Tender Inquiry shall be governed by the 'Terms & Conditions' and other relevant instructions as contained in this Tender Document. The prices/rates quoted should be indicated in words as well as in figures. In case of any discrepancy, lower amount/rates shall be considered as valid.
5. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
6. Quotations qualified by such vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.
7. Bidders are requested to enclose a copy of their valid certificate of PAN No., TAN No, GST Registration or any other document as requested by the Institute with their tender.
8. Tenders received without Tender Fee and EMD amount by way of demand draft in favour of "Superintendent, FAAMCH" will not be considered at all and shall be summarily rejected.
9. Refund of Earnest Money Deposit: The EMD submitted by unsuccessful bidders shall be returned to them without any interest whatsoever, within 15 to 90 days after conclusion of the contract with successful bidder. The EMD submitted by successful bidders shall be

returned to them after the successful bidder deposits the performance security according to conditions stipulated in the bid document.

10. 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 Superintendent, F.A.A. Medical College Hospital will stand automatically extended up to 1.00 p.m. of the next working day in the Government offices.
12. Late/delayed tenders received after last date & time of submission due to any reason whatsoever will not be accepted under any circumstances.
13. 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 <http://faamcassam.co.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.
14. 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.

**15. DOCUMENTS COMPRISING THE BID:**

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

**TECHNICAL BID:-** To qualify in the Technical bid the firm should have the minimum eligibility 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 manufacturer/sole proprietorship/ firm/ agency etc.
- (c) The bidder shall be a dietary service provider having valid license Financial status:

The average annual turnover from similar jobs, of the firm should not be less than 50 Lakhs in the last three years. Copies of profit & loss account and balance sheets duly authenticated by a Chartered Accountant for the last three years should be enclosed.

- (d) **Experience of 03 years or more and preference shall be given, who has provided dietary services etc. Earlier.**
- (e) The technical bid should be accompanied by Demand draft of Rs. 5,000/- (non refundable) against tender fee and Demand Draft of Rs 2,00,00/- (refundable) for EMD/bid security.
- (f) Copy of Income Tax Return Filed Acknowledgements for last Three years.
- (g) Copy of PAN Card/Service Tax Registration.
- (h) Copy of GST Registration certificate.
- (I) Details of clients where similar services are presently provided by the agency separately for govt. and private clients.
- (J) The bidder must have adequate experience of execution of similar work in Govt. offices/ PSUs/Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
- (K) The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filed and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted/banned/debarred firms/company by any central/state govt. or its organization or autonomous bodies.
- (L) Brochures, original technical catalogue with detailed specification and picture of the services offered, if relevant.

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

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

## 16. **SUBMISSION OF BIDS**

**16.1 SEALING AND MARKING OF BIDS:** The bidder shall wax seal the EMD, the Technical Bid and the Financial Bid in separate envelopes and keep them in a bigger wax sealed envelope. The envelope containing the EMD shall bear the name "EMD for Tender No "FAAMCH/DIET\_SERVICES/1069/2017/762, Dated- 10/07/2017". The envelope containing the Technical Bid shall bear the name "TECHNICAL BID for Tender No "FAAMCH/DIET\_SERVICES/1069/2017/762, Dated- 10/07/2017". The

envelope containing the Financial Bid shall bear the name "FINANCIAL BID for Tender No "FAAMCH/DIET\_SERVICES/1069/2017/762, Dated- 10/07/2017" on the envelope for avoiding any mismatch.

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

- (a) Addressed at the following address:  
Office of the Superintendent  
Jotigaon, Barpeta, Assam- 781301.
- (b) All the envelopes shall bear the Tender name, the tender number and the words

**'DO NOT OPEN BEFORE' 25<sup>th</sup> July, 2017 at 1.30 p.m.**

- (c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared 'late' or rejected.
- (d) Bids shall be delivered in person and shall be dropped in the tender box placed in the office of the Superintendent, FAAMCH or shall be sent by Registered/Speed Post. **Bids sent by COURIER will not be entertained.** The Purchaser shall not be responsible if the bids are delivered elsewhere.
- (e) Venue of Tender Opening: Tender will be opened in the office of the Superintendent, FAAMCH. If due to administrative reason, the venue/ time of bid opening is changed, it will be displayed prominently on the notice board of the Institute as well as in the office of the Superintendent, FAAMCH.

## **17. BID PRICES:**

17.1 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.

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

## **18. TECHNICAL EVALUATION:**

18.1 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.

18.2 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.

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

18.4 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.

18.5 The Superintendent, FAAMCH shall have right to accept or reject any or all tenders without assigning any reasons thereof.

## **19. FINANCIAL EVALUATION:**

19.1 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. The Institute shall inform the date, place and time for opening of financial bid.

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

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

19.4 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price i.e. 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.

19.5 The undersigned 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. The undersigned 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.

**20. AWARD OF CONTRACT: PLACEMENT OF ORDER**

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

**21. PERFORMANCE BANK GUARANTEE & EXECUTION OF CONTRACT:**

21.1 Firm whose offer is accepted will have to furnish Performance Bank Guarantee/FDR of an amount equal to Rs. 2,00,000/- (Rupees Two lakhs )in favour of Superintendent, FAAMCH issued by any scheduled bank.

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

21.3 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.

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

21.5 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 the undersigned and his decision shall be final.

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

**TERMS & CONDITIONS OF CONTRACT  
(Annexure to Agreement)**

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

21.8 In case any firm is already providing the outsourcing to any other Government Hospital and reputed private Hospitals, details thereof may also be furnished along with the Tender. Sealed Tenders, duly super scribed "Tender for Dietary services " and addressed to the undersigned may be sent by post or put in the Tender Box installed at the office of the Superintendent, FAAMCH by on or before 25<sup>th</sup> July/2017 at 1.00 p.m. Tender received after stipulated date/time shall not be entertained under any circumstances.



- 21.9 The Tender will be opened on same day at 1.30 p.m. at the office of the Superintendent of Medical College Hospital in the presence of the tenderers or their authorised representatives who may like to attend.
- 21.10 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.
- 21.11 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.
- 21.12 If the Supplier fails to start the services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the contract value for each week or part thereof of delay until actual commissioning of project, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider for termination of the Contract.
- 21.13 All expenses will be borne by the firm in provision of services at F.A.A. Medical College Hospital premises.
- 21.14 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.
- 21.15 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 any personnel with prior intimation to the Client, emergencies, exempted.
- 21.16 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.
- 21.17 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall not be the employees of the purchaser and they shall not claim

any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

21.18 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.

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

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

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

21.22 Contractor's liability:-The Contractor shall completely indemnify and hold harmless the purchaser and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Client. The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly: Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks; consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of Services to the Client.

21.23 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, purchaser shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the purchaser may sustain in consequence or arising out of such replacing of the contract. The Purchaser shall comply

with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Purchaser shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractors employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

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

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

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

21.25 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 any service tax, education cess, secondary and higher education cess 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 Client shall make all endeavor to make payments within 15-20 days from the date of the receipt of the invoice, to the Contractor. The initial cost of the Contract shall be valid for a period of Two Years. No price escalation shall be entertained by the client. In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the Price Schedule, the cost for which will again be mutually decided by the Client and the Contractor. All payments shall be made in Indian Currency by means of Account Payee Cheque only. Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made. No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

21.26 Labour law compliances The engagement and employment of labours and payment of wages to them as per exiting provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/ laws are complied with by the contactor. All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed. It is mandatory that the employees must be paid through bank/ cheques only. The Contractor shall abide by all labours laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. the details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, 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.

21.27 Official record: The Contractor shall maintain complete official records of disbursement of wages/ salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client's office.

21.28 The contractor will be provided space, Electricity & Water. Hospital diet will be planned & prepared in kitchen cum restaurant area in the Administrative Block. The contractor will be responsible for ensuring that water supply, plumbing, drainage and furniture including air cooling and exhaust also LPG Pipeline system and gas bank appropriate for dietary service department. The existing equipments (Boylers, burners, trolley) will be provided by the institute for use of the contractor but the maintenance will be done by them. The refilling of LPG Gas Bank , providing necessary utensils and addl. Trolley if required etc. will be on part of contractor.

21.29 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 the responsibility of the 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 uniform. The uniform shall be of Orange colour with white stripes (or any other colour to be mutually agreed upon) and have

the words "PATIENT DIET" printed clearly on the back of the uniform. The employees shall also display a photo identity card clipped to the shirt all the times. Quarterly medical examination of cooks should be carried out by contractor. Personal hygiene of cooks will be the responsibility of the 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 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 devise a method to do so. Nails of cooks should be clean, Apron, cap should be used while serving. Not to keep any food & utensils on floor & keep it on platform only. 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.

21.30 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- 8:00 AM	Milk-	150 ml
	Bread -75 gm with butter/jam	4 slice
	Boiled egg	1 pcs.
	Fruit : Banana / seasonal fruits	
	Puri / roti	4 pcs
	Bhaji	125 gm
Lunch 12:00 to 1:30 PM	Rice-	50 gm
	Dal-	35 gm
	Meat 3 days a week	100 gm
	Fish 4 days a week	50 gm
	Paneer- All days of a week (for vegetarian patients only) –	100 gm
	Chapati - 2 pcs.	100 gm
	Bhaji of leafy vegetable	125 gm
Salad (Cucumber, onion, tomato)	50 gm	
Tea 4:00 PM	One cup Tea	150 ml
	Sugar	10 gm
	Milk / Milk powder	25 ml / 2.5 gm
	Biscuit	2pcs
Dinner 7:00PM 8:00 PM	Rice -	50 gm
	Dal-	35 gm
	Chapati-	2 pcs
	Mix vegetables (Bhaji)– seasonal vegetable	125 gm

Diet schedule for ANC and PNC			
Time	Menu	Quantity	Ingredients
Breakfast Morning 07.00	Tea	1 (Cup)	Sugar- 10 gm, Milk/Milk powder- 25 ml/ 2.5 gm
	Biscuit	2 pcs	Biscuit
Morning 08.30	Bread with butter / jam	4 Slice	Flour / Wheat bread
	Boiled eggs	1 pcs.	Egg
	Milk	1 glass – 200 ml	Milk
	Banana	1 pcs	Banana
Afternoon Lunch 12.00	Rice,	1 Cup	50 gm.,
	Chapati,	3/ 4 pcs	Wheat Flour - 100gm.
	Dal / Sprout	1 plate	50 gm
	Oil	10 ml	Edible oil
	leafy vegetables (Bhaji)	Small Plate	Green leafy vegetables - 100 gm.
	Salad (Cucumber, Tomato, Onion)	1 plate	Cucumber/Tomato - 20 gm., Onion-10 gm,
	Fish four days a week	1 plate	50 gm
	Meat three days a week	1 plate	100 gm
Afternoon 04.00	Tea	(1 Cup)	Sugar - 10 gm., Milk/Milk powder 25 ml/2.5 gm
	Biscuit	2 pcs	Biscuit
Night Dinner 08.00	Rice,	1 Cup	50 gm.
	Chapati,	3/ 4 pcs	Wheat flour- 100 gm.
	Dal / Sprout	1 plate	Dal/Sprouts - 50 gm.,
	Oil	10 ml	Edible oil
	Vegetables Sabji	1 plate	Green leafy vegetables - 100 gm.
	Mixed salad	1` plate	Cucumber/Tomato - 20 gm., Onion -120 gm

Total calories - 2500

Different types to 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

## 7. Paediatric diets:

C0 (Infant top feed) - 6 months to 1 year C1-1 to 3 years C2 - 4-6 years C3 - 7 to 9 years C4 - 10-12 years) must be provided by contractor as per guidance of dietician. Number of patients along with types of different diets will be informed by dietician at 3pm on previous day.

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

22. The tenderer who is awarded the work will have to make the contract on Rs.1000/- (Rupees One thousand) only stamp paper to abide the rate Terms & condition of the Tender documents Security deposited of Rs.2 Lakh has to be deposited while signing the contract.

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

**24. 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.

**25. 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 F.A.A. Medical College Hospital, Barpeta, Assam.

- a. The provisions of the Indian Arbitration Act 1996 in force and of the rule framed there under and any statutory modifications thereof 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.
- b. Upon every or any such reference, the costs of any incidentals to the reference and awards respectively shall be at the discretion of arbitrators or in the event of their not agreeing to the award of the Umpire appointed by them who may determine thereof or correct the same to be fixed as between solicitors and close as between parties and shall direct by them and in what manner the same shall be borne and paid.
- c. The supplies to be made under this contract shall, if reasonably possible continue during arbitration proceedings and no payments from or payable by the Institute shall be withheld on account of such proceedings except to the extent which may be in dispute.

26. Notwithstanding anything contained in condition 6 (I) above, the Institute shall be at liberty to terminate this contract by giving 30 days clear notice ending with the expiry of that month of contract without assigning any reason whatsoever. The tenderer may also terminate this contract by giving 30 days clear notice ending with the expiry of the month of contract. The loss thus caused to the Institute as a result of re-tendering of the contract shall be borne by the tenderer from the Earnest Money/Security Deposit.

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

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

## TECHNICAL BID FORMAT

1	Name of the firm/company/proprietary concern registered	
2	Address of registered office	
3	Address of the office at .....	
4	Telephone Nos./Fax/E-mail at .....	
5	Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency	
6	Earnest Deposits money (EMD) Yes/No	
7	EMD Details DD/Bank Guarantee No. Dated Drawn on Bank Amount- rupees ..... )	
8	Banker of Company/ Firm/agency with full address (Attach certified copy of statement of A/c for the last years) Telephone Number of Banker	
9	PAN/GIRNo. (Attach attested copy)	
10	GST Reg. No. (Attach attested copy)	
11	Service Tax Registration No. (Attach attested copy)	
12	<b>Original Technical Catalogue of the quoted Implant</b> (enclose)	
13	<b>Quality Assurance Certificate</b> (please specify)	
14	Whether rates are quoted as per format mentioned in the Bidding Document or not.	
15	Whether rates quoted are inclusive of all taxes or not.	
16	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.	

17	Details of clients along with address, telephone and Fax numbers, Amount of contract, Duration of contract (Attach a separate sheet)	
18	Proof of financial status in form of audited balance sheet for the last three financial years. Average annual turnover must be at least Rs. 50 Lakh Only.	
19	Enclose an affidavit duly certified by (enclosed/Not enclosed) the notary at the location of the Agencies/Head quarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract.	

Date:

(Signature of Authorised Person)

(Name)

Place:

(Designation)

Name of Firm/Company/Agency

Contact Details

## ANNEXURE-2

### FINANCIAL BID (In sealed\_Cover-II super scribed "Financial Bid")

To,  
Medical Superintendent  
F.A.A. Medical College Hospital, Barpeta, Assam.

Dear Sir,

Our quoted rate for provisioning Dietary services to F.A.A. Medical College Hospital, Barpeta will be as follows: -

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

S/No	Description of Diet	Charges in figures	Charges in words
1	General, ANC & PNC Special Diet		

Note :-

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

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

In order to ensure regular supply in case of any exigency at the discretion of the Director, the orders may also be placed to the other firms, in the ascending order, L2, L3 provided the firm is willing to supply at LI rates.

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

#### **Declaration by the Bidder:**

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

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

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

Place:

Date:

Seal:

**(Signature of Bidder with seal)**

Name:

Address : Phone No (0): Fax No. (0):

E-mail:

ANNEXURE-A

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

Place:

Date:

Address

\_\_\_\_\_  
\_\_\_\_\_

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

Place:

Date:

Deponent

**AGREEMENT/UNDERTAKING FOR OUTSOURCHING OF DIETARY SERVICES**

- a. That, I M/s.....(Firm) will make Dietary services as per the requirement of F.A.A. Medical College Hospital, Barpeta for which requisition will be collected by the staff of the firm from the Dietician/wards in-charges daily before ..... AM.
- b. The firm will deposit a sum of Rs. 2,00,000/- (Rupees Two Lakhs only) in form of BG/FD valid for security for the satisfactory execution of the agreement. Earnest money will be returned on receipt and acceptance of the security as mentioned above.
- c. Firm will record a certificate on each bill that the rates being charged are not higher than what they give to any other organization.
- d. The payment will be made on bill basis within 30 days. The bill will be cross checked with the requisition made by the ward in-charges/dietician and then countersigned by the authorised staff of hospital.
- e. If the terms and conditions of the tender under this undertaking/agreement are not adhered to, the security deposit may be forfeited and rate contract cancelled. The firm may also be debarred/black listed in that case.
- f. 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

Superintendent, F.A.A. Medical  
College Hospital, Barpeta

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), (Number)  
(designation) ..... and (Number) (designation) in  
Ministry/Department/Office of (Building Name) during the period  
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

**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	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay & work completed

\* Attach certificate(s) of payments.

\*\* Immediately proceeding the financial year in which bids are received.



**BANK GUARANTEE FORM FOR EMD**

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its quotation dated for the supply of (hereinafter called the "tender") against the purchaser's tender enquiry No. Know all persons by these presents that we of (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_

(hereinafter called the "Purchaser) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of \_\_\_\_\_ 20 \_\_\_\_\_. The conditions of this obligation are:

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

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the  
officer

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

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

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

To,

Superintendent  
F.A.A. Medical College Hospital, Barpeta, Assam.

In consideration of F.A.A. Medical College Hospital, Barpeta which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s [hereinafter referred to as 'supplier/contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with F.A.A. Medical College Hospital, Barpeta sum of Rs. 2,00,000/- (Two lakhs) towards security/performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. 2,00,000/- (Two lakhs) as required under the terms and conditions of contract/work order no dated (hereinafter referred as the order) placed by F.A.A. Medical College Hospital, Barpeta on the said supplier/contractor. We, the bank (hereinafter referred to as 'the bank' which expression shall include its successors and assigns) do hereby undertake to pay F.A.A. Medical College Hospital, Barpeta an amount not exceeding Rs. 2,00,000/- (Two lakhs) on the demand made by F.A.A. Medical College Hospital, Barpeta on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We \_\_\_\_\_ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from F.A.A. Medical College Hospital, Barpeta stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by F.A.A. Medical College Hospital, Barpeta without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs 2,00,000/-.

2. We, the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of F.A.A. Medical College Hospital, Barpeta under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till MCH certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

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

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

5. Our liability under this guarantee is restricted to Rs. 2,00,000/- (Rupees Two lakhs) only and shall remain in force up to \_\_\_\_\_ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. \_\_\_\_\_. We shall be discharged from all liabilities under this guarantee thereafter.

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

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Superintendent, F.A.A. Medical College Hospital, Barpeta.

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

Signed on the \_\_\_\_\_ day of \_\_\_\_\_

Signature for the Bank

Witness:

Name(s) & Designation(s)

Name & Address

**POWER OF ATTORNEY (On a Stamp Paper of relevant value)**

I/We (name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt (Name and address who) is presently employed with us and holding the position of 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

Medical Superintendent,  
F.A.A. Medical College Hospital, Barpeta

1. I, \_\_\_\_\_ son / Daughter / Wife of Shri \_\_\_\_\_ Proprietor/ Director authorized signatory of the agency / Firm, mentioned above,, is competent to sign this declaration and execute this tender document ;

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

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/Agency was or is proprietor of partner or Director of any Agency with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Medical Superintendent, F.A.A. Medical College Hospital, Barpeta 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 an 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