

**Bid Documents Including  
Terms and  
Conditions For e-Tender for  
supply of Cooked Diet for  
Indoor Patients of the  
NBMC&H, P.O.  
Sushrutangar-734012,  
Darjeeling.**

**For the year 2017-2020 (Three Years)**

*Ref:No.292(2)-MS/HF/O/MS/W-06/ 2017 Dtd.27.07.2017*

**NIT No.NBMCH/9018/2017-2018/E-TEN/07Dated :29/08/2017**

**Department of Health and Family Welfare  
Government of West Bengal  
M.S.V.P, NBMCH, P.O. Sushrutangar-734012, Darjeeling.,  
Phone & Fax No: 0353-2585483  
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**GOVERNMENT OF WEST BENGAL**  
**OFFICE OF THE MEDICAL SUPERINTENDENT-**  
**CUM-VICE PRINCIPAL**  
**NORTH BENGAL MEDICAL COLLEGE & HOSPITAL**  
**SUSHRUTANAGAR, DARJEELING**  
**Phone & Fax No: 0353-2585483 Email: [msvpnbmch@gmail.com](mailto:msvpnbmch@gmail.com)**

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NIT No.NBMCH/9018/2017-2018/E-TEN/07Dated :29-08-2017

**NOTICE INVITING e- Tender (NIT) for Supply of Cooked Diet for Indoor Patients of North Bengal Medical College & Hospital**

*Ref:No.292(2)-MS/HF/O/MS/W-06/ 2017 Dtd.27.07.2017*

The Medical Superintendent cum Vice Principal (MSVP) of North Bengal Medical College and Hospital, P.O. Sushrutangar, Darjeeling invites Online tender is invited through E-procurement platform <https://wbtenders.gov.in> & <https://wbhealth.gov.in> from competent and experienced contractors for providing supply of cooked diet for indoor patients admitted to the abovementioned health facilities for period upto 3 (three) years, renewable at end of each completed year of satisfactory service. The 3 (three) year contract period shall commence from the date of notification of award of contract to the selected bidder in this e-tender and will be valid until further order.

**2. Date and Time Schedule of e-Tender:**

Sl no	Particulars	Date&Time
1	Date of publishing N.I.T. & other Documents online	29/08/2017, 06.00 pm
2	Online documents download start date	29/08/2017, 06.30 pm
3	Online documents download end date	15/09/2017, 5pm
4	Online Bid submission start date	31/08/2017, 10am
5	Pre-bid meeting to be held at Office of Tender Inviting Authority	01/09/2017, 11 am
6	Dates for submission of Earnest Money Deposit	31/08/2017 to 15/09/2017,
7	Online Bid Submission closing date and time	15/09/2017, 5pm
8	Online Bid opening date for Technical Proposals	18/09/2017, 10 a m
9	Date of online uploading list for Technically Qualified Bidders	To be notified later
10	Date of online opening of Financial Proposal	To be notified later

3. In the time event of any of the above-mentioned dates being declared as a holiday for the e-tender inviting authority, the bids shall be opened on the next working day at the scheduled

4. The bid submitted should be addressed to the tender inviting authority, i.e. to the MSVP of NORTH BENGAL MEDICAL COLLEGE & HOSPITAL, P.O. SUSHRUTANAGAR, DIST DARJEELING, WB

5. Bidders may download the e-tender enquiry document from the websites [www.nbmch.org](http://www.nbmch.org), <https://wbtenders.gov.in> and [www.wbhealth.gov.in](http://www.wbhealth.gov.in). Any subsequent notice

regarding this e-tender shall be uploaded on these two websites only. Bidders are requested to check these two websites regularly for this purpose.

6. This e-tender document comprises the following sections:

Section I: NoticeinvitingTender (NIT), i.e. this document

Section II: Preamble

SectionIII: Requirements

Section IV: Specifications of Diet

Section V: ConsigneeList

Section VI: General Conditions of Contract (GCC)

Section VII: GeneralInstructions to Bidders (GIB)

Section VIII: Tender Application Form

Section IX: Price Schedule/ Bill of Quantity

Section X: Contract Form

Section XI: Proforma for Contractor's Monthly Bill

Section XII: Checklist for Bidders

7. The e-tender shall be evaluated under the two-bid system, i.e. through evaluation of technical and financial bids uploaded by the bidder online on the e-tender website of <https://wbtenders.gov.in>.

M.S.V.P, NBMCH,  
P.O. Sushrutangar, Darjeeling.

**NIT No.NBMCH/9018/2017-2018/E-TEN/07/1(16)Dated : 29-08-2017**

Copy forwarded **for information and wide circulation** to :-

1. The District Magistrate, Darjeeling
2. The C.M.O.H., Darjeeling/Jalpaiguri/Coochbehar/Uttar Dinajpur.
3. The S.D.O., SILIGURI/JALPAIGURI
4. The A.E.O., SMP, SILIGURI.
5. The Dy. Superintendent, NBMC&H, Sushrutangar, Darjeeling.
6. The Accounts Officer, NBMC&H, Sushrutangar, Darjeeling.
7. The BDO, Naxalbari, /Khoribari, /Phansidewa, /Matigara, for display in notice board.
8. The Assistant Superintendent, NBMC&H, Sushrutangar, Darjeeling.
9. The Nodal Officer,Dist. Health & FW Samiti, SiliguriMahakumaParisad, Siliguri.
10. The Head Clerk/ Head Clerk-Cum-Accountant, NBMC&H, Sushrutangar, Darjeeling.
11. The Post Master, Sushrutangar for display in notice board.
12. The Sourav Ghosh, IT Co-ordinator, SwathyaBhawan, Kolkata with request to publish on the Departmental website of [www.wbhealth.gov.in](http://www.wbhealth.gov.in) .
13. Official website [www.nbmch.org](http://www.nbmch.org)
14. NOTICE BOARD, NBMCH
15. NOTICE BOARD, NBMC
16. File

M.S.V.P, NBMCH,  
P.O. Sushrutangar,  
Darjeeling.

## **SECTION II: PREAMBLE**

1.1. The following definitions and abbreviations, which have been used in this document shall have the meanings as indicated below:

### **1.2. Definitions:**

i) "Purchaser" means the e-tender inviting authority, purchasing goods and/ or services as incorporated in this e-tender enquiry document, either directly or on behalf of consignees.

For this e-tender the purchaser is The MSVP of N.B.M.C. & H.

i) "Bid" means Proposal/ Quotation received from a Firm / Bidder against the e-tender.

ii) "Bidder" means the Individual or Firm submitting Bids/ Quotations.

iii) "Contractor" means the individual or the firm supplying the goods and/ or services as incorporated in the contract.

iv) "Diet" means edible food articles, whether raw or cooked, to be supplied by contractor to indoor patients admitted to health facility as per specifications, terms and conditions stipulated under the contract.

v) "Goods" means the articles, material, commodities, consumables; raw materials and cooked dietary food items, utensils, kitchen appliances and equipment, cooking fuel, stationeries, printing, items of clothing, spares, machinery, computer, electronics items etc. which the Contractor is required to supply to the purchaser under the contract.

vi) "Services" means the scope of work, together with services allied and incidental to the supply of goods, such as their transportation, packing, installation, commissioning; also, cooking, serving and distributing food, cleaning, sweeping, washing, wastes disposal, assisting indoor patients, monitoring and supervision, managerial and administrative services, provision of technical assistance, training, maintenance service, insurance and other such obligations of the Contractor covered under the contract.

vii) "Earnest Money Deposit" (EMD) means Bid Security/ monetary amount or financial guarantee to be furnished by a bidder along with its bid.

viii) "Contract" means the written agreement entered into between the purchaser/ consignee and the contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

ix) "Performance Security" means monetary amount or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

x) "Specification" means the document/ standard that prescribes the requirement with which goods and/ or service has to conform.

- xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the goods and / or service and comparing the same with the specified requirement to determine conformity.
- xii) "Day" means calendar day.
- xiii) "Bill of Quantity" is the name for price schedule in e-tender software.
- xiv) "Health Facility" means the medical college and hospital or the teaching hospital or the district/ sub-division etc. hospital to which the goods and/ or services under the contract shall be supplied.

### **1.3 Abbreviations:**

- i. "TE Document" means e-Tender Enquiry Document
- ii. "NIT" means Notice Inviting e-Tender
- iii. "GIB" means General Instructions to Bidders
- iv. "GCC" means General Conditions of Contract
- v. "ESIC" means Employees' State Insurance Corporation
- vi. "EPFO" means Employees' Provident Fund Organization
- vii. "GST" means Goods and Service Tax.
- viii. "CST" means Central Sales Tax
- ix. "BMW" means Bio-Medical Waste
- x. "DSC" means Digital Signature Certificate
- xi. "BOQ" means Bill of Quantity or the Price Schedule in which rates for the e-tender should be quoted and uploaded online on the e-tender website.
- xii. "CMOH" means the Chief Medical Officer of Health of the Department of Health and Family Welfare, Government of West Bengal

### **SECTION III: REQUIREMENTS**

**1. Scope of Work:** The service shall be meant for supply and serving of cooked diet for indoor patients admitted in the health facility. Meals shall be served as per menu chart and written instructions/ requisition slips issued by the Dietician/ Sister-in-Charge of Ward/ appropriate authority of health facility at approved time schedules x 7 day basis. The service includes providing all raw materials like grocery, spices, cereals, pulses, fresh vegetables, fruits, egg, milk, Curd/ Lassi in pouches, utensils, cooking burners range, LPG cooking fuel, microwave oven etc. kitchen appliances and equipment, working tables, fixtures and fittings, trolleys, garbage/kitchen waste disposal bags and bins etc. required for preparation and

distribution of the food items to indoor patients admitted in beds in each ward of health facility. Efficient manpower and supervisory management staff for the smooth running of the service too, shall be provided by the contractor.

**2. Bidder should visit the site before quoting rates in e-tender:** Intending bidder should visit the health facility and make himself thoroughly acquainted with the site condition, nature and requirements of the work, the kitchen-site, facilities for transportation, labour supply, storage of materials and removal of rubbish/kitchen waste. The rate quoted by the contractor shall take care of all contingencies required for operating efficient indoor patient diet supply at the health facility. The successful bidder shall not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which, in the opinion of the health facility might be deemed to have reasonably been inferred to be so existing before commencement of the indoor patient diet supply services contract.

**3. Assistance to Contractor:** The contractor shall only be provided with a suitable space for operating the indoor patient diet kitchen within the premises of the health facility. It shall not be entitled to any other assistance from the health facility, either in the procurement of raw materials or in the securing of labour and transportation facilities etc.

**4. 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 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.

5. **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 shall be procured by the successful bidder at their own cost. However, at the end of the contract period, the contractor will be at liberty to take possession of the ovens, cylinders and other materials procured by him at his own cost.

6. 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.

### **7. Cleanliness and Fire Safety**

i) The contractor shall ensure that the indoor patient diet supply service is provided maintaining the highest standard of cleanliness and hygiene with regard to the kitchen site, the utensils and equipment used and the manpower deployed. **It shall allow no shoes or slippers** to enter the kitchen-site. It shall install and maintain appropriate exhaust system in the kitchen. It shall use black coloured plastic waste bags of quality approved by the competent authority of health facility to dispose off the waste. It shall at all times maintain sufficient stock of the waste disposal bags. It shall dispose garbage as per norms prescribed

by the local municipal authority.

ii) It shall maintain a **Kitchen Inspection Register** at the kitchen site. It shall attach periodic maintenance certificates of equipment and appliances being used in the kitchen in the Kitchen Inspection Register. Competent authority of the health facility shall inspect the kitchen site at least once a month and note down his observations relating to above in the Inspection Register. **A photocopy of the observations** recorded in the Register per billing period, duly countersigned by appropriate authority shall be submitted by the contractor along with the contractor's monthly bills to the in-charge of the health facility.

iii) At the time of termination of the contract at end of the full contract period or anytime before that, the contractor shall clear away and remove from the kitchen site all installations, constructional works, surplus materials, rubbish, temporary works of every kind and hand over the site in a clean and workman-like condition to the satisfaction of the competent authority of the health facility. The rate quoted by the contractor should include all such contingencies.

iv) The contractor shall make good at his own cost and to the satisfaction of competent authority of health facility, all defects, shrinkages, settlements or other faults which may appear within 6 (six) months after termination of contract with him. In case of default, the competent authority of health facility may hire alternative services for such at risk and cost of contractor. The expenses, damages, losses etc. if any, arising out of such shall be deducted from the bills payable to the contractor or from his performance security. So, performance security shall be returned to the contractor only after lapse of six months from date of termination of contract with him.

v) The contractor shall procure and maintain suitable fire-safety equipment at the kitchen site. He shall obtain necessary Fire Licence required for the operation of LPG ovens at his kitchen-site.

## **8. 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 1. Hot clean water prior to cooking. 2. All vegetables are to be washed prior to dicing. 3. Potatoes should be fully peeled before cooking. 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. Cooking medium is mustard oil.



- iii) All condiments and cooking medium used should be procured in sealed and branded packets/ tins/ containers and conform to Agmark Grade 1.
- iv) Rice supplied should be IR 36 grade or superior.
- v) 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.
- vi) 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 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. The Food Safety Officer may, as and whenever deemed appropriate by him, enter and inspect the site where contractor's food is cooked, stored, or where any article of food is manufactured, or stored for sale, and where any adulterant is manufactured or kept, and take samples of such articles of food or adulterant for analysis.
- vii) The contractor shall also obtain a Food Licence from the appropriate authority of the Office of the District CMOH.
- viii). 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.
- ix) He shall maintain sufficient provisions to supply admission diet to newly admitted patients round the clock. Staff should be present to accept the indent for and serving the said diet.
- x) The contractor shall personally present himself for meeting relating to the procurement of raw materials, review of his performance by the competent authority of health facility at intervals stipulated or whenever desired by the said authority. The competent authority of the health facility shall have the right to examine the bills of shopped-items, stock register and other books of accounts of the contractor for this purpose.

**9. Indoor patient Diet Register:** The contractor shall maintain an Indoor Patient Diet Register in the format prescribed as follows. At the end of each month he shall prepare an abstract sheet of meals provided by him to indoor patients admitted to the health facility as per this Register. He shall submit this abstract sheet with Diet Orders/ Requisition Slips issued to him for supply of these meals, along with the monthly contractor's bill to the in-charge of health facility.

Entries in the Indoor patient Diet Register shall be authenticated by the Dietitian/ Sister-in-Charge of Ward/ competent authority of health facility.

**Indoor Patient Diet Register**

**Name of ward-**

**Total number of beds-**

Date	Indoor patient Name	Regd. no.	Category of diet	Requisition placed by:					
				Indent received by-	Countersigned by-	Comments if any-	Break fast	Lunch	Evening Tiffin

10. **Assignment:** The contractor shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to a second party to perform the contract. In the event of the contractor contravening this condition, the in-charge of health facility shall be entitled to place the contract elsewhere at risk and cost of contractor. The contractor shall be liable for any loss or damage, which health facility may suffer in consequence of or arising out of such replacement and such shall be recovered from the bills payable to him or the performance security deposited by him.

**11. Staff to be deployed by contractor at health facility:**

11.1 a) **The contractor shall deploy a cook in the kitchen, the cook being employed, should have a minimum experience of one year in a reputed institution or having a certificate in such field.**

b) The contractor shall deploy the following maximum number of adequately trained staff for cooking, distribution of food, disposal of wastes etc. for providing efficient indoor patient diet supply services to each health facility:

health facility with 31 to 59 beds	4 staff
” 60 to 100 beds	5 ”
” 101 to 140 beds	6 ”
” 141 to 180 beds	7 ”
” 181 to 200 beds	8 ”
” each additional 40 beds from 200 bed onwards.	1 ”

\* The number of beds in health facility shall be equal to the **number of sanctioned beds or functional beds, whichever is less.** Any increase in the number of staff deployed in the health facility due to opening of new units, up gradation etc. shall be made only with prior approval of the Administrative Department.

c) He shall maintain a pool of standby staff, so that he can substitute an absentee staff with a reliever of equal status. If the indoor patient diet supply service in a health facility suffers due to absenteeism of any required worker on any occasion, Liquidated Damages as per GCC clause 9 shall be imposed.

d) The deployed staff shall collect indents/diet requisitions from the wards at scheduled times from Dietician/ Sister-in-Charge of Ward/ appropriate authority of health facility.

e) They shall prepare and cook the food items as per the indents/ requisitions.

f) They shall provide clean drinking water and cooked food to patients in the wards at scheduled times. They shall wash their hands with soap before cooking food, peeling/ cutting vegetables, serving diet to patients etc.

g) They shall clean the tables, furniture and fixtures, floor and work area of the kitchen as well as all pantry areas of the wards before serving meals and after patients finish consuming meals.

h) They shall clean dishes in which the meals are served with clean hot water and eco-friendly branded dish washing powder/ soap/ liquid before and after serving of meals. The dishes should be served to patients in clean condition after hygienic transport from the kitchen/ wash area to the wards. In hospitals where more **than 500 patients are served during a meal, dishwashers** should be installed by the contractor at his own cost. The cost of running and maintenance of the dishwashers shall be borne by the contractor himself.

i) The deployed staff shall collect food-waste from wards after patients finish consuming the meals and dispose the same along with kitchen waste. They shall collect the food-waste while they collect the used dishes from wards.

j) They shall dispose the food-wastes from wards and the kitchen-waste in black plastic garbage bags at the place and in mode as per instruction of competent authority of health facility.

k) The staff supplying food to the patients should be literate and be able to read and act upon diet order/ requisition slips.

11.2.a) The contractor shall submit Licence under Contract Labour (Regulation and Abolition) Act to the in-charge of health facility at the earliest or maximum within one month of commencement of his service, if it employs minimum 20 persons in its firm.

b) The contractor shall employ adult labour only. Employment of child labour shall render the contractor liable to termination of the contract under GCC Clause 10: Termination for Default. The contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.

c) The staff deployed by the contractor must wear proper Photo ID Cards during their duty hours, duly issued with approval of competent authority of health facility. They should wear clean uniforms including face masks/ scalp hair masks & during their duty hours. The colour and design of such uniform shall be approved by competent authority of health facility. Any staff found without uniform or ID card during duty hours shall be deemed to be absent from duty and the said occasion shall be treated as a lapse in the services being provided by the contractor, liable for deduction of liquidated damages and other remedies available to the health facility under the contract. The contractor should provide at least two pairs of approved uniforms to its staff deployed at the health facility. The cost of uniforms and ID cards to workers shall be borne by the contractor.

11.3. The contractor at all times should indemnify the health facility against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; The Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; The Equal Remuneration Act, 1976; Maternity Benefit Act, 1961 or any other law relating thereof and rules made hereunder from time to time. The health facility/ Administrative Department shall not own any responsibility in this regard.

11.4. The contractor shall pay to the staff deployed by it for indoor patient diet supply service in the health facility, at least the minimum wages as fixed by the state government for unskilled workers, EPF, ESI, EDLI contributions, any other dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time. The contractor shall submit documentary evidence of such payment to the in-charge of health facility with the contractor's monthly bill. **The expenses shall be reimbursed to him by the health facility after proper verification.**

11.5. The staff deployed through contractor at the health facility shall not claim any benefit, compensation, absorption or regularization of their services in the establishment of the health

facility/ Administrative Department either under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970 or any other law in vogue and as revised from time to time. The contractor shall obtain an undertaking from the deployed persons to the effect that the deployed persons are the employees of the contractor. **The contractor shall submit the said undertaking to the health facility.** In the event of any litigation on the status of the deployed staff, the health facility/ Administrative Department shall not be a necessary party. However, in any event, either by the deployed persons or on order of a Court of Law, if the health facility/ Administrative Department is/ are made necessary parties in dispute to adjudicate the matter, the contractor shall reimburse the expenditure borne by the health facility/ Administrative Department for such.

11.6. The contractor shall be fully responsible for the conduct of his staff.

a) The staff shall not divulge or disclose any details of operational process, technical know-how, confidential information, security arrangement, administrative matters, to third person(s).

b) The staff deployed should be disciplined, entailed on enforcing prohibition of alcoholic drinks, paan/ beetle leaf, smoking, loitering without work, gambling etc. any illegal, disruptive, immoral act in the health facility.

c) The staff should be sensitive in dealing with patients and persons accompanying patients and also the public at large visiting the health facility.

d) The contractor and his staff shall take proper and reasonable care and precautions to prevent loss, destruction, waste or misuse in any area within its scope of responsibilities in the health facility, and shall not knowingly lend to any person or identity any of the effects, assets or resources of the health facility, under its control.

e) Any loss/ damage etc. to the property, persons (including to patient-parties) of the health facility due to negligence/ any omission or commission on part of contractor or his staff, established after an enquiry by authorized representative(s) of the health facility/ any higher authority of the Government; shall be recovered from the contractor through appropriate method without prejudice to any other rights and remedies available to the health facility.

f) Any misconduct/ misbehavior by any staff deployed by the contractor should be promptly dealt with by the contractor. If competent authority of the health facility, so desires, such staff shall be immediately replaced by the contractor at his own risk, cost and responsibilities, with written intimation to the competent authority about such move.

11.7. Appropriate measures for the health and safety of the contractor's staff deployed at the health facility should be undertaken by the contractor regularly. **A report** regarding the same shall be submitted by the contractor to the in-charge of health facility **every six months**. All food handlers should be declared free from

- i. carrier status of Salmonella
- ii. Tuberculosis
- iii. Carrier status of ova, parasites and cysts in stools etc.

11.8. Appropriate kitchen, catering and behavioural training to the deployed staff shall be provided by the contractor.

11.9. **The attendance sheet in respect of the staff deployed at health facility shall be authenticated daily by a designated staff of contractor and countersigned by an appropriate authority of health facility.** The attendance sheet shall be submitted by contractor along with the monthly bill payable to him by health facility. The Contractor shall compulsorily report in writing to competent authority of health facility about absence from duty of any of its deployed staff due to sickness.

#### **SECTION IV: SPECIFICATIONS OF DIET**

1. In addition to the specifications of diets listed as follows, the contractor shall provide any special diet(s) as and when directed and also help the Dieticians/ appropriate authority of the health facility in preparation of the Diet Menu.

2. ***Diet Scales (Prescribed)*** All weights are of raw uncooked materials.

The daily diet menu will be prepared by the competent authority of health facility and handed over to the diet Contractor for compliance. The amounts as prescribed in the diet scale are to be used as raw materials for preparation of the cooked meals as per menu. The health facility will be at liberty to make alterations in the diet menu while adhering to the raw materials in the prescribed diet scale.

<b>Commodity</b>	<b>Standard (Equivalent brands are indicative of quality of raw materials to be used)</b>
Rice	IR 36 or superior grade,
Lentil Dal	Medium grade
Moong dal Medium grade	Medium grade

Fish (Ruhi/ Katla)	1 Kg -2 Kg dressed size, without head, fins, gills and entrails
Chicken (Net)	1-2 kg dressed size with breast and leg
Egg (Poultry)	Poultry egg, weight not less than 60 gms
60 Wheat Flour	Conforming to Agmark grade
Mustard Oil	Branded, free from Argemone oil,
Potato	Jyoti
Sugar to be supplied in pouch	Faq Equivalent to BalarampurChini
Vegetables	Fresh, seasonal
Sliced Loaf Bread	Equivalent to White Sliced sandwich Bread, Machine made bread sliced by automatic machine and machine packed in waxed paper or plastic wrapper to completely enclose the bread,
Banana.	Green Singapuri, just ripe, Weight not less than 110 grams
Sandesh	Small sized, weight not less than 40 grams made with milk products.
Paneer (Cow's milk)	Equivalent to renowned Dairy's cow milk
Milk (Cow's milk) in pouch	Equivalent to Branded Double Toned milk
Salt (iodized)	Equivalent to Branded good quality <b>iodized salt</b>
Cooking fuel	LPG in commercial
Curd/ Lassi	To be supplied in pouches equivalent to branded mistidoi
Commodity	Standard (Equivalent brands are indicative of quality of raw materials to be used)

All packed food to be supplied within the best before dates and nutrition at Information

- Minimum Diet Portions to be supplied
- Salt free diet shall be the same without added salt
- Soft rice diet will be same with boiled soft rice and boiled vegetables in place of cooked rice and mixed vegetable curry, respectively.
- For **vegetarians** substitution to be done for egg for breakfast with sandesh, fish for lunch by 200 gms curd in packet and egg for dinner with 20 gm (dry weight) Soya chunks in 100 ml gravy.
- Fish for lunch may be substituted with 100 gms raw chicken (serving quantity 75

gms) in 100 ml gravy twice a week

**A] Full Rice Diet (Diet scale)**

<b>Breakfast</b>		<b>Lunch</b>		<b>Dinner</b>	
Raw weight	Serving quantity	Raw weight	Serving quantity	Raw weight	Serving quantity
Milk 250 ml in pouch	Boiled Milk 250 ml	Rice-150 gms	Cooked Rice-450 gms	Atta or Rice-100gms	4 Chapatis or cooked rice 300 gms
Egg-1	Boiled egg-60 gms	Dal -20gms	Cooked Dal-100 gms	Dal 20 gms	Cooked dal-100 gms
Banana-1	Peeled ripe Singapuri Banana 100gm	Potato-70 gms	Mixed vegetable curry 225gms	Potato- 70 gms	Mixed vegetable curry 225gms
Bread 50gms	Sliced white sandwich Bread 50 gms	Mixed vegetable curry 100 gms		Mixed vegetable 100 gms	
Sugar in packet 10 gms	Sugar in packet 10 gms	Fish 75 gms	Fried fish 50 gms in 100 ml gravy	Egg-1	Fried egg 50 gms in 100 ml gravy

**B] Admission Diet (Diet Scale)**

<b>Raw weight</b>	<b>Serving quantity</b>
Milk 250 ml in pouch	Boiled Milk 250 ml
Egg-1	Boiled egg-60 gms
Banana-1	Peeled ripe Singapuri Banana 100gm
Bread 50gms	Sliced white sandwich Bread 50 gms
Sugar in packet 10 gms	Sugar in packet 10 gms



\* Admission diet includes patients treated in Day Care Centres for Thalassaemia etc.

**C) Paediatric Full Rice Diet (For patients up to 8years of age) (Diet scale)**

Breakfast		lunch		Dinner	
Raw weight	Serving quantity	Raw weight	Serving quantity	Raw weight	Serving quantity
Milk 125 ml	Boiled Milk- 125ml	Rice-75 gms	Cooked Rice- 225 gms	Rice/ Atta- 50 gms	Cooked rice 150 gms/ chapatti 2pcs
Egg-1	Boiled egg- 60gms	Dal-15 gms	Cooked Dal- 50 gms	Dal-15 gms	Cooked Dal- 50 gms
Bread 25 gms	Sliced white sandwich Bread 25gms	Potato 35 gms	Mixed vegetable curry 110gms	Potato 25 gms	Mixed vegetable curry 110gms
Sugar 5 gms	Sugar in packet 5 gms	Mixed vegetable - 50 gms		Mixed vegetable 50 gms	
		Fish- 40 gms	Fried fish 25 gms in 50 ml gravy	Egg 1pc 60 gm	Fried egg 50 gms in 50 ml gravy

**E] Diabetic Diet (Diet Scale)**

Breakfast		Lunch		Dinner	
Raw weight	Serving quantity	Raw weight	Serving quantity	Raw weight	Serving quantity
milk 250 ml in pouch	Boiled Milk 250 ml	Rice-100 gms	Cooked Rice-300 gms	Atta 100gms	Chapattis 4 pcs
Egg-1	Boiled egg- 60 gms	Dal -20gms	Cooked Dal- 100 gms	Dal 20 gms	Cooked dal- 100 gms

Cucumber 100 gms	Peeled raw cucumber 90 gms	Bitter gourd-75 gms	Boiled Bitter gourd 100gms	Bitter gourd- 75 gms	Boiled Bitter gourd 100gms
Bread 50gms	Sliced white sandwich Bread 50 gms	Mixed vegetable 100 gms	Mixed vegetable curry 175gms	Mixed vegetable 100 gms	Mixed vegetable curry 175gms
		Fish- 75 gms	Fried fish 50 gms in 100 ml gravy	Egg 1pc	Boiled egg 60 gms in 100 ml gravy

**F] Uremic Diet (Diet Scale)**

<b>Breakfast</b>		<b>lunch</b>		<b>Dinner</b>	
Raw weight	Serving quantity	Raw weight	Serving quantity	Raw weight	Serving quantity
milk 250 ml in pouch	Boiled Milk 250 ml	Rice-150 gms	Cooked Rice- 450gms	Atta or rice 100gms	4 Chapattis or cooked rice 300 gms
Cucumber 100 gms	Peeled raw cucumber 90 gms	Dal -10gms	Cooked Dal- 50 gms	Dal 10 gms	Cooked Dal- 50 gms
Banana-1	Peeled ripe Singapuri Banana 100gm	Potato-70 gms	Mixed vegetable curry 225gms	Potato- 70 gms	Mixed vegetable curry 225gms
Bread 50gms	Sliced white sandwich Bread 50 gms	Mixed vegetable 100 gms		Mixed vegetable 100 gms	
Sugar in packet 10 gms	Sugar in packet 10 gms	Fish- 50 gms	Fried fish 30 gms in 100 ml gravy	Fish 50 gms.	fried fish30 gms in 100 ml gravy

**G] Full fluid Diet (diet scale)**

Breakfast		lunch		Evening Tiffin		Dinner	
Raw weight	Serving quantity	Raw weight	Serving quantity	Raw weight	Serving quantity	Raw weight	Serving quantity

Breakfast		lunch		Dinner	
Raw weight	Serving quantity	Raw weight	Serving quantity	Raw weight	Serving quantity
Milk 500 ml in pouch	Boiled milk 500ml	Curd 200gms/ Lassi in 200 gms. pouch	Curd 200 gms/ Lassi in 200 gms. pouch	Milk 500 ml in pouch	Boiled milk 500ml
Sugar in packet 20 gms	Sugar in packet 20gms	Dal 20 gms	Cooked dal- 100 gms Mixed vegetable soup 500 gms	Sugar in packet 20 gms	Sugar in packet 20 gms
		Mixed vegetable 200 gms+ 2 tsf oil			

Milk	275 gm	Rice 165 gm	500 gm	Puffed Rice	100 gm	Rice/ Atta 110 gm	330 gm
Bread	55 gm	Dal 22 gms	100 gm	Gram	50 gm	Dal 22 gm	100 gm
Sugar	11 gm	Potato 77 gm	In 225 ml gravy	Cucumber	100 gm	Potato 77 gms	In curry & egg gravy
Egg 1 pc	60 gm.	Mixed Vegetable 110 gm	In 250 ml gravy			Mix Vegetables 110 gm	In 225 ml gravy
Banana 1 pc	110 gm.	Fish 82.5 gm	In 100 ml gravy			Egg 1 pc. 60 gm	

#### **H. Diet for Mentally Challenged patients**

##### **Suggested Vegetables for serving:-**

- Vegetables/legumes that can be served round the year- Potato, sweet pumpkin, bitter gourd, brinjal, Soya bean chunks, Bengal gram, dal bori.
- Vegetables that can be served during April to September: Ladies fingers, ridge gourd, wax gourd, pointed gourd, gourd, raw papaya, barbati
- Vegetables that can be served during October to March: Cabbage, cauliflower, tomatoes, radish, beans, spinach, carrot
- Other vegetables can be included depending on the availability and freshness. A judicious mix is recommended to add variety to the diet. Care should be taken to prevent repetition of the same vegetable curry as this will entail penal deduction from the diet bill.

## **SECTION V: CONSIGNEE LIST**

### **1.1 MEDICAL SUPERINTENDENT-CUM-VICE PRINCIPAL**

(625bedded health facility, maximum number of contractor's staff deployable at health facility 18)

NORTH BENGAL MEDICAL COLLEGE & HOSPITAL, P.O. SUSHRUTANGAR, DIST  
DARJEELING-734012,WB

PHONE & FAX NO 0353-2585483 Email: [msvpngmch@gmail.com](mailto:msvpngmch@gmail.com)

### **2. Consignee as Executor of contract**

2.1 MSVP, NBMCH will declare the result of evaluation of bids for this e-tender and issue notification(s) of award(s) of contract to successful bidder(s).

## **SECTION VI: GENERAL CONDITIONS OF CONTRACT**

### **1 Commencement of Service:**

1.1 The contractor shall commence providing his service within 15 (fifteen) days from date of notification of award of contract for this e-tender or the date of handing over of the indoor patient diet kitchen site at the premises of the health facility to him, whichever is earlier. Time is the essence of the contract and should be strictly adhered to by the contractor.

### **2. Eligible Goods and/ or Services**

2.1 All goods and/ or services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are grown, produced, mined or manufactured or from where the services are arranged and supplied.

### **3. Eligible and Qualified Bidders**

3.1 a) The intending tenderer should produce credential of similar nature of a completed single work having minimum value of 40% (Forty per cent ) of the estimated amount put to tender during 3 ( Three) years prior to the date of the issue of this e-Tender notice .

OR b) The intending tenderer should produce credentials of 2(Two) similar nature of completed works , each having a minimum value of 30 % (Thirty percent ) of the estimated amount put to tender during 3 (Three) years prior to the date of issue of this e-Tender notice.

c) for Rural Hospitals/ BPHCS/ 24 X 7 PHCS – SHG.

## PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

(Submit with documentary evidence)\*\*)

Tender No. : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Name and address of the Bidder : \_\_\_\_\_

Order placed by (full address of Purchaser)	Order No. and date	Description & quantity (e.g. cooked diet in 'n'-bedded hospital)	Value of order (Rs.)	Period of Contract	Remarks on Satisfactory Performance (attach documentary evidence)**
1	2	3	4	5	6

### Signature and seal of the Bidder

\*\* The documentary evidence will be a certificate 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.

(Note: - No other forms of certificate other than prescribed above will be entertained.)

3.3 The bidder should preferably have the registered office or a branch office in the city/district of the health facility.

### 4. Earnest Money Deposit (EMD)

Registered SSI units participating in Govt. tenders are eligible for exemptions from payment of earnest money and security deposit (EMSD) under Rules 47(A) (1) and 47(B)(7) of WBFR, vol.-I, read with Finance Dept. notification No. 10500-F Dt. 19.11.2004 and its clarification Vide memo. No. 4245-F (Y) dated 20.05.2013.

4.1 **The amount of Earnest Money to be submitted shall be Rs34,600 (Rupees Thirty Four Thousand Six Hundred only).**

4.2 **The process may be followed as per memorandum of the Finance Department Audit Branch bearing Memo No-3975-F(Y) dated: 28<sup>th</sup> July, 2016 (GRIPS)**

1. Login by bidder:

- a) A bidder desirous of taking part in a tender invited by a State Government Office/PSU/Autonomous Body/Local Body/ PRIs, etc shall log into the e-

Procurement portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and password.

b) He will select the tender to bid and initiate payment of pre-defined EMD/Tender

Fees for that tender by selecting from either of the following payment modes:

- i) Netbanking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;
- ii) RTGS/NEFT in case of offline payment through bank account in any Bank

## 2. Payment procedure:

a) Payment by Net Banking (any enlisted bank) through ICICI Bank Payment Gateway

- i. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
- ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- iii. Bidder will receive a confirmation message regarding success/failure of the transaction.
- iv. If the transaction is successful, the account paid by the bidder will get credited in the respective Pooling account of the State Government / PSU / Autonomous Body / Local Body / P, R. Is, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- v. If the transaction is failure, the bidder will again try for payment by going back to the first step.

### b) Payment through RTGS/NEFT

- i) On selection of RTGS/NEFT as the payment mode, the e-Procurement Portal will show a pre-filled challan having details to process RTGS/NEFT transaction.
- ii) The bidder will print the challan and use the pre-filled information to make

RTGS/NEFT payment using his bank account.

iii) Once payment is made, the bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/ RTGS process to complete, in order to verify the payment made and continue the bidding process.

iv) If verification is successful, the fund will get credited to the respective Pooling Account of the State Government / PSU/Autonomous Body/Local Body/ PRIs etc. Maintained with the focal point branch of ICICI Bank at R.N.Mukherjee Road, Kolkata for collection of EMD /Tender Fees.

v) Hereafter, the bidder will go to e-Procurement Portal for submission of the bid .vi) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

### 3. Refund/ Settlement Process.

i) After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-payment portal of the State Government, the tender inviting committee will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of unsuccessful bidders, to the ICICI Bank by the e-procurement portal through web services.

ii) On receipt of the information from the e-procurement portal, the bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank account from which they made payment transaction. Such refund will take place within T+2 bank working days where T will mean the date on which information on rejection of bid is uploaded to the e-procurement portal by the tender inviting authority.

iii) Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of L1 and L2 bidders will be refunded, through an automated process, to the respective bidder's bank account from which they made the payment transaction. Such refund will take place within T+2 bank working days where T will mean the date on which information on rejection of bid is uploaded to



the e procurement portal by the tender inviting authority. However, L2 bidder should not be rejected till the LOI process is successful.

iv) If the L1 bidder accept the LOI and the same is processed electronically in the e- procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 bank working days where T will mean the date on which information on Award of contract (AOC) to the L1 bidder is uploaded to the e-procurement portal the tender inviting authority.

v) As soon as the L1 bidder is awarded the contract (AOC), and the same is processed electronically in the e- procurement portal –

a) EMD of the L1 Bidder of the tenders of the State Government Offices will automatically get transferred from the Pooling account to the State Government Deposit Head'8443-00-103-001-07' through GRIPS along with the bank particulars of the L1 bidder.

b) EMD of the L1 bidder for the tenders of the State,/PSU/Autonomous Bodies/ Local Bodies/ PRIs etc. will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder.

In both the above cases, such Transfer will take place within T+1 bank working days where T will mean the date on which the award of contract (AOC) is issued.

vi) The bank will share the details of GRN No. generated on successful entry in GRIPS with the e- procurement portal for updation.

vii) Once the EMD of L bidder is transferred in the manner mentioned above ,Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account of the Government Revenue Receipt Head “0070-60-800-013-27” through GRIPS for Government Tenders and to the respective linked bank accounts for State/ PSU/Autonomous Body/Local Body/ PRIs etc. Tenders.

viii) All refunds will be made mandatorily to the bank account from which the payment of EMD and tender fees (if any) were initiated.

## **5. Performance Security**

5.1 Within 15 (fifteen) days from the date of issue of notification of award by the

purchaser, the contractor shall furnish performance security to the health facility for an amount equal to 5% of total value of diet supplied during previous financial year. The performance security shall be retained upto 6 (six) months after the date of completion of all contractual obligations by the contractor.

- 5.2 The performance security shall be deposited in Indian Rupees to the state government through TR Challan under budgetary head of account 8443-00-103-Earnest Money-01-07-Deposits. **No other forms of deposit can /will be entertained by the hospital authority.**
- 5.3 In the event of any failure/default of the contractor with or without any quantifiable loss to the health facility/ purchaser/ government, the amount of the performance security is liable to be forfeited by the health facility/ purchaser/ Administrative Department.
- 5.4 In the event of any amendment issued to the contract, the contractor shall, within 21 (twenty one) days of issue of the amendment, furnish the corresponding amendment to the performance security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 Subject to GCC sub-clauses 5.1 and 5.3 above, the health facility will release the performance security without any interest to the contractor on completion of the contractor's all contractual obligations.

## 6 Tender Prices

- 6.1 The bidder shall quote an 'Administrative Charge' for providing goods and /or services, as applicable in the e-tender. The Administrative Charge shall be quoted as a **single percentage rate** on the "Total Cost of Raw Materials" as noted in Column h of Table of sub-clause 6.2 below for supply of the different categories of diets per health facility. GST as applicable from time to time on this Administrative Charge shall be paid extra. No additional charges, taxes etc. will be paid. The bidder may quote up to a maximum of 7.5% (seven and a half percent) as Administrative Charge.

### 6.2 Table: Rate of Cooked Diet, Category-wise for Financial Year 2017-2020

Diet category	Cost of raw materials including cooking gas (Rs.)	Total cost of	Maximum	Maximum
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	Breakfast	Lunch	Evening Tiffin	Dinner	On admission			
	a	b	c	d	e	f	i	j
Diabetic diet	15.94	23.28	0.00	14.39	0.00	53.60	4.02	57.62
Full fluid diet	15.92	18.09	0.00	15.92	0.00	49.94	3.75	53.68
Full Rice diet	17.58	24.94	0.00	14.12	0.00	56.64	4.25	60.89
Pediatric Full Rice Diet	9.18	12.27	0.00	12.69	0.00	34.15	2.56	36.71
Soft Rice diet	16.72	22.99	0.00	13.20	0.00	52.91	3.97	56.88
Uremic diet	14.70	18.62	0.00	12.48	0.00	45.80	3.44	49.24
Diet for Mentally challenged Indoor patients	18.57	27.43	11.77	15.19	0.00	72.96	5.47	78.44
Admission diet	0.00	0.00	0.00	0.00	16.70	16.70	1.25	17.95

6.3 So, the price quoted by the bidder shall include all charges for providing all raw materials like grocery, spices, cereals, pulses, fresh vegetables, fruits, egg, milk, utensils, cooking burners range, LPG cooking fuel, microwave oven, water cooler etc. kitchen appliances and equipment and their maintenance, tools and tackles, working tables, fixtures and fittings, trolleys, garbage/kitchen waste disposal bags and bins etc. required for preparation and distribution of the food items to indoor patients admitted in beds in each ward of health facility.

6.4 The price quoted shall be inclusive of all charges for providing 2 (two) sets of uniforms per year, I-Cards to all contractor's staff deployed at health facility; boots, hand gloves, safety goggles, masks etc. to those required. The quality and colour code of such items of attire shall be as per approval of competent authority of health facility.

6.5 The Bidder shall bear all charges like packing and forwarding, transportation, insurance, storage, loading/ unloading; expenses of his service personnel, including their health and safety measures; all other expenses necessary in providing the

service, ex-factory/ ex-warehouse/ ex-registered or branch office to the health facility.

- 6.6 The bidder shall pay to the staff deployed by it at the health facility at least the minimum wages as fixed by the state government for **unskilled workers**, dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time. He/she will be reimbursed by the health facility the statutory minimum wages for **unskilled workers** and other minimum statutory emoluments paid by it to its staff deployed at the health facility, as revised from time to time, on submission of documentary evidence for such with his monthly contractor's bill.
- 6.7 The rate quoted by the bidder shall remain valid for full period of contract i.e. for 1 year + 1 year + 1 year = full 3 years of contract period, as renewed on yearly basis of satisfactory performance, plus extension period, if any.
- 6.8 The bidder should quote rates online in the Bill of Quantity (BOQ) in the space marked for quoting rates against each health facility in the BOQ. Downloaded copies of the BOQs are to be uploaded, virus scanned and digitally signed by the bidder.
- 6.9 The rate quoted by the bidder should not be higher than the rates at which it may be running such services at other Government Institutes/ Ministries/ Departments/ PSUs etc.

## **7. Terms and Mode of Payment**

- 7.1 Payments shall be made in Indian Rupee subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract.
- 7.2 The contractor shall submit bills for payment due to him at the end of each month in duplicate to the in-charge of health facility as per proforma in Section XI.
- 7.3 Along with the above bill the contractor shall certify and submit the following documents in duplicate, too:
- i. An abstract sheet of meals supplied by him to indoor patients during the month along with the Diet Order/ Requisition Slips issued to him for supply of these meals by the Dietician/ Sister-in-charge of Ward/ appropriate authority. The abstract sheet should be prepared by him in format of the Indoor Patient Diet Register, as mentioned in Section III, Clause 10 of this e-tender document. The abstract sheet shall be checked and verified by the Dietician/ Sister-in-Charge of ward/ appropriate authority of the health facility. After verification, such authorities shall sign/ countersign on the

abstract sheet and on the bill submitted by the contractor with certificate that the meals enlisted have duly been served and the indoor patient diet supply service duly rendered satisfactorily by the contractor for the period claimed in the bill.

ii. The attendance sheet of the indoor patient diet supply staff deployed by the contractor, duly authenticated daily by his designated staff and countersigned by appropriate authority of the health facility. No payment shall be made for **absentee employees**.

iii. The bank statement showing the date on which the previous month's emoluments to the contractor's staff deployed at the health facility have been paid through ECS. The contractor shall provide the mandate form for ECS payment to its deployed staff. The ESI Contribution relating to these workers (copies of ESI Cards of workers, copy of ESI deposit challan shall be enclosed). EPF Contribution relating to these workers (copies of EPF numbers of workers, copy of EPF deposit challan shall be enclosed). The same will be followed for EDLI Contribution and Administrative Charges paid by contractor for the staff. These expenses shall be reimbursed to the contractor by the health facility after proper verification.

vi. Self declaration, "We are complying with all statutory Labour laws in vogue and as amended up-to-date, including the Minimum Wages Act".

vii. GST deposit challan for tax claimed in preceding month's contractor's bill.

viii. Details of any other benefits, facilities etc. availed by him during the billing period from the health facility, appropriate consumption charges for which shall be deducted from his monthly contractor's bill.

ix. **A photocopy** of the observations recorded in the Kitchen Inspection Register per billing period as detailed in Section III, Clause 8 of this e-tender document.

x. Medical fitness certificates of contractor's deployed staff every six- months

7.4 The contractor shall be absolutely and exclusively responsible for the payment of salary for the staff deployed at health facility on or before the 7<sup>th</sup> of each succeeding month to protect the interest of these staff and to ensure smooth running of indoor patient diet supply service in the health facility, irrespective of whether or not he may be able to raise the bills or receive payments from health facility by that time.

7.5 Payment shall be released to the contractor after deduction of Income Tax deductible at source and other statutory deductions.

7.6 **Additional compliances to be verified before payment of monthly contractor's bill for the first time by health facility:**

- i. Performance Security as per GCC Clause 5 has been submitted
- ii. Contract form as per Section X has been signed and exchanged by both the parties
- iii. Contractor's deployed staff are wearing uniforms and ID Cards, as approved by in-charge of health facility
- iv. Medical fitness certificates of contractor's deployed staff submitted
- v. Written job-responsibilities of each deployed staff of contractor
- vi. List of equipment handed over to contractor by health facility and their current working condition
- vii. Cooking is through LPG exclusively
- viii. Contractor has applied for License under The Food Safety and Standards Act, 2006 before the competent authority
- ix. Contract Labour Licence of contractor submitted

**8. Variation, Delay in the Contractor's Performance**

8.1 The Contractor shall deliver the goods and perform the services under the contract as per quality, quantity, time schedules, deployable staff, other terms and conditions specified by the Purchaser in the relevant clauses of the contract.

8.2 Subject to the provision under GCC clause 12, any unexcused variation in quality, quantity, delay etc by the Contractor in maintaining its contractual obligations towards delivery of goods and/or performance of services shall render the Contractor liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages,
- (ii) Forfeiture of its performance security
- (iii) Termination of the contract for default.

8.3

If at any time during the currency of the contract, the Contractor encounters condition hindering timely delivery of the goods and/or performance of services, the Contractor shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the Contractor's communication, the Purchaser shall examine the situation as soon as possible and at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of Contractor's contractual obligations by

issuing an amendment to the contract.

**9. Liquidated damages**

9.1 **Subject to GCC Clause 12, if the contractor fails to provide indoor patient diet supply service as per quality, quantity, hygiene conditions, time schedules, deployable staff and other terms and conditions incorporated in the contract and to the satisfaction of the competent authority of health facility, the latter shall, without prejudice to other rights and remedies available to it under the contract deduct a sum equivalent to 1% (one percent) of the Total value of diet supplied as per Row 1 of Part B: Dietary Bill of Contractor's Monthly Bill as per proforma of Section XI; as liquidated damages per occasion of default from the contractor's monthly bill. If the deductions exceed 6% (six percent) of the total value of diet supplied in any calendar month, the health facility may consider termination of the contract and hiring of alternative service at risk and cost of the contractor as laid down in GCC Clause 10: Termination for Default.**

**10. Termination for default**

10.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the Contractor, terminate the contract in whole or in part, if the Contractor fails to deliver any or all of the goods and/ or perform the services and/ or fail to perform any other contractual obligation(s) as specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clause 8.3.

10.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 10.1 above, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

10.3 Unless otherwise instructed by the Purchaser, the Contractor shall continue to perform the contract to the extent not terminated.

**11. Termination for insolvency**

11.1

If the Contractor becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the

Contractor without any compensation, whatsoever, to the Contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/or will accrue thereafter to the Purchaser.

## **12. Force Majeure**

12.1 Notwithstanding the provisions contained in GCC clauses 8, 9 and 10, the Contractor shall not be liable for imposition of any such sanctions so long as the delay and/or failure of the Contractor in fulfilling its obligations under the contract is the result of an event of Force Majeure.

12.2 For purposes of this clause, Force Majeure means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

12.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.

12.5 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the Contractor accordingly and



subsequent action taken on similar lines described in above sub-clauses.

**13. Termination for convenience**

13.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the Contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate in *inter alia*, the extent to which the Contractor's performance under the contract is terminated, and the date with effect from which such termination will become effective.

13.2 The goods and/or services which are complete and ready in terms of the contract and delivered and performed within 45 (forty five) days after the Contractor's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices.

**14. Modification of Contract**

14.1 If necessary, the purchaser may, with due approval of the Administrative Department, issue a written order to the Contractor at any time during the currency of the contract, to amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Requirements and Specifications of the goods and/or services.
- b) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

14.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and/or services to be supplied and provided, or in the time required by the Contractor to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be and the contract amended accordingly. If the Contractor does not agree to the adjustment made by the Purchaser, the Contractor shall convey its views to the Purchaser within 15 (fifteen) days from the date of the Contractor's receipt of the Purchaser's amendment/ modification of the contract.

**15. Notices**

15.1

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing. The procedure will provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such

notices will be the addresses as incorporated in the contract.

- 15.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

**16. Resolution of disputes**

- 16.1 If a dispute or difference of any kind shall arise between the Purchaser and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

- 16.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser and Contractor relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator of an officer in the Department of Health and Family Welfare, Government of West Bengal, appointed to be the arbitrator by the Principal Secretary to that Department. The award of the arbitrator shall be final and binding on the parties to the contract.

- 16.3 The venue of arbitrations shall be the district from where the contract has been issued or Kolkata, as deemed appropriate by the arbitrator.

**17. Applicable Law and Legal Suits**

- 17.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

- 17.2 All disputes would be decided at the Kolkata jurisdiction.

**18. General/Miscellaneous Clauses**

- 18.1

Nothing contained in this Contract shall be construed as establishing or creating between the parties, i.e. the Contractor on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

- 18.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as a waiver thereof.

- 18.3 The Contractor shall notify the Purchaser of any material change that would impact on performance of its obligations under this Contract.

18.4 Each member/constituent of the Contractor, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

18.5 The Contractor shall, at all times, indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequence of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/its associate/affiliate etc.

18.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

## **19. Governing language**

19.1 The contract shall be written in English language.

All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

## **20. Use of contract documents and information**

20.1

The Contractor shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the Contractor in the performance of the contract emanating from this e-tender document.

Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of performance of this contract.

20.2

Further, the Contractor shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 20.1 above except for the sole purpose of performing this contract.

20.3

Except the contract issued to the Contractor, each and every other document mentioned in GCC sub-clause 20.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the Contractor's performance and

obligations under this contract.

## **SECTION VII: GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

### **[For bidding in this e-tender]**

#### **1. Introduction**

- 1.1 Before formulating the bid and submitting the same to the purchaser, the bidders should read and examine all the terms, conditions, instructions, checklist etc. contained in the e-tender document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this document may result in rejection of its bid.
- 1.2 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/ consignee. The procurement will be in terms of procurement rules of the Government of West Bengal.

#### **2 Corrupt or Fraudulent Practices**

- 2.1 It is required by all concerned, namely the Consignee/Bidders/Contractors/others to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:
- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has

engaged in corrupt or fraudulent practices in competing for, or in executing the contract. Before declaring a firm ineligible a show cause notice to be issued followed by reasoned hearing.

### **3. Bidding, Contracting and Billing Expenses**

- 3.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing, online uploading and submission of its bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.
- 3.2. The bidder shall bear all costs, including the cost of stationery and printing, for signing of the contract and submission of bills for payment.

### **4. Clarification on e-Tender Document**

- 4.1 A bidder requiring any clarification or elucidation on any issue of the e-tender document may take up the same with the purchaser in the pre-bid meeting.
- 4.2. The bidder may also take up the same in writing. The purchaser will respond in writing to such request provided the same is received by **the purchaser not later than eight days** prior to the prescribed date of submission of bid.

### **5. Alternative Bids**

- 5.1 Alternative Bids are not permitted.

### **6. Bid Validity**

- 6.1 The bids shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of technical bid opening prescribed in the e-tender document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 6.2 In exceptional cases, the bidders may be requested by the purchaser **to extend the validity** of their bids upto a specified period. Such request(s) and responses thereto shall be conveyed in writing. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its bid validity without forfeiting its EMD.
- 6.3 In case the day up to which the bids are to remain valid falls on/ is subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended

up to the next working day.

## **7 Preparation of Bid Documents**

7.1 The bid documents shall be either typed or written in indelible ink and the same shall be signed/ digitally signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.

7.2 The bid documents shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the bid.

7.3 It is the responsibility of the bidder to go through the e-tender document to ensure furnishing all required documents. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary evidence to substantiate the corresponding statement.

7.4 A bid, which does not fulfil any of the above requirements and/or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.

7.5 **Bid sent by paper/fax/telex/cable/email etc shall be ignored.**

## **PREPARATION OF BIDS FOR e-TENDER**

**8. Registration of Bidder:** A bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement System, by logging on to website <https://wbtenders.gov.in>. The bidder is to click on the link for e-tendering site as given on the web portal.

### **9. Digital Signature Certificate (DSC)**

9.1. Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of bids from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Website <https://wbtenders.gov.in>. DSC is issued as a USB e-Token.

9.2. The bidder can search and download Notice Inviting Tender (NIT) and tender document electronically from computer once he logs on to the website <https://wbtenders.gov.in> using the Digital Signature Certificate.

### **10. Submission of Bids**

Bids are to be submitted online to the website <https://wbtenders.gov.in> in two folders before the prescribed date and time using Digital Signature Certificate (DSC). The documents to be

uploaded should be virus scanned copies, duly digitally signed. The documents will get encrypted (transformed into non readable formats) on uploading. The two folders are:

- 1) Technical Proposal: containing Statutory Cover and Non-statutory cover
- 2) Financial Proposal: containing Bill of Quantity

### **11. Technical Proposal: Statutory Cover**

11.1. Statutory Cover shall contain the following documents:

#### **A) Tender Documents:**

- i) Application to participate in e-tender as per Section VIII: Tender Application Form
- ii) Notice Inviting Tender: Sections 1 to XII

**B) Scanned copy of EMD or documents in support of exemption/relaxation claimed for EMD (refer General Conditions of Contract, Clause 4)**

### **12. Technical Proposal: Non-Statutory Cover**

12.1 Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents” to send the selected documents to Non-Statutory folder.

12.2 Next Click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents using: (a) multiple scan (b) black and white scan (c) scan resolution should be within 250.

#### **12.3. Non Statutory Cover will contain following documents**

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	i. PAN CARD ii. Professional Tax Registration iii. GST Registration along with copy of last return filed iv. ESIC Code Number Allotment v. EPFO Registration
B.	Company	Company	i. Certificate of Incorporation/ Partnership Deed

	Detail(s)	Detail	<ul style="list-style-type: none"> <li>ii. Updated Trade License</li> <li>iii. Power of Attorney in favour of signatory of bid</li> </ul>
C.	Credential	Credential – 1 Credential – 2	Performance Statement as per format described in General Conditions of Contract, Clause 3; with supporting documents
D.	Documents	Documents	<ul style="list-style-type: none"> <li>i. Audited Balance Sheet &amp; Profit &amp; Loss A/c of last 3 years</li> <li>ii. Name, address of banker, account number</li> <li>iii. Bank Solvency Certificate on any date after publishing of this e-tender for an amount equal to 3 (three) months' total bill for supplying full rice diet at rate quoted by bidder at full bed-occupancy of health facility, plus the minimum statutory emoluments payable to the maximum staff deployable at that facility during this period. It should be one time procedure.</li> <li>iv. Address proof for registered and/or branch office of bidder, preferably in district of health facility</li> <li>v. Bidder's Undertaking as per General Instructions to Bidders, Clause 13 below</li> </ul>

**13. Bidder's undertaking:**

13.1 The bidder shall provide an undertaking that the proprietor/ promoter/ director of the firm, its employee, partner or representative are not convicted by a court of law for offence involving moral turpitude in relation to business dealings such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of taxes etc. The firm does not employ a government servant, who has been dismissed or removed on account of corruption. The firm has not been de-barred, blacklisted by any government ministry/ department/ local government/ PSU etc. in the last two years from scheduled date of opening of this e-tender.

13.2 Bid sent by paper/ Fax/ Telex/ Cable/ E mail etc. shall be ignored.

**14. Financial Proposal: Bill of Quantity**

14.1 The financial proposal (cover) or prices quoted should be uploaded online through the Bill of Quantity (BOQ). The bidder shall quote the price online in the space marked



for quoting prices in the BOQ. Only downloaded copies of the BOQ are to be uploaded, virus scanned and digitally signed by the bidder. Please refer Section IX: 'Price Schedule/ Bill of Quantity' for a print copy of the BOQ.

#### **OPENING OF TENDER**

15. The purchaser will open the bids after the specified date and time as indicated in the NIT.
16. Authorized representatives of the bidders may attend the tender opening.
17. This e-tender shall be evaluated as follows. The EMD of goods/ services to be supplied shall be evaluated first. Then the online technical bids of EMD-qualified bidders shall be opened and evaluated with reference to parameters prescribed in the e-tender document. After this, the online price bids of only the technically qualified bidders shall be opened for further evaluation.
18. **Opening of Technical Proposals:**
  - 18.1 Technical proposals will be opened by members of the Tender Evaluation Committee electronically from the e-tender website using their Digital Signature Certificates (DSCs).
  - 18.2 In the Technical Proposal, the Cover (folder) for Statutory Documents will be opened first and if found in order, the cover (folder) for Non-Statutory Documents will be opened.
  - 18.3 IF ANY DOCUMENT REQUIRED TO BE SUBMITTED FOR e-TENDER BY THE BIDDER IN HIS TECHNICAL PROPOSAL IS NOT SUBMITTED OR IS FOUND TO BE DEFICIENT IN ANY MANNER AT ANY STAGE AFTER OPENING OF BID, THE BID MAY BE SUMMARILY REJECTED.

#### **SCRUTINY AND EVALUATION OF BIDS**

19. **Basic Principle**
  - 19.1 Bids will be evaluated on the basis of the terms and conditions already incorporated in the e-tender document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.
  - 19.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the bids are generally in order. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.

- 19.3 Prior to the detailed evaluation of price bids, the Purchaser will determine the substantial responsiveness of each bid to the e-tender document. For purpose of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the e-tender document without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security, Terms and Mode of Payment; Variation, Delay in the Contractor's Performance, Liquidated Damages, Termination of Contract, Force Majeure, Resolution of Disputes, Applicable law etc. will be deemed to be material deviations. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
20. If a Bid is not substantially responsive, it will be rejected by the Purchaser.
- 21.1 Decrypted (transformed into readable format) documents of the non-statutory cover will be downloaded and handed over to the Tender Evaluation Committee. The Committee will evaluate technical proposals as per terms laid down in this e-tender document.
- 21.2 During evaluation the Committee may summon bidders and seek clarification / information or additional documents or original hard copies of documents submitted online. If these are not produced within specified time, the bid proposals will be liable for rejection.
- 21.3 The result of evaluation of technical bids, along with information regarding further steps in evaluation of the tender shall be uploaded online on e-tender website.
- 22. Comparison of Bids**
- 22.1 The comparison of the responsive bids shall be carried out on Delivery Duty Paid (DDP) consignee site basis.
- 23. Bidder's Capability to Perform the Contract**
- 23.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- 23.2 The above-mentioned determination will inter alia, take into account the bidder's financial, technical and production/

service capabilities for satisfying all the requirements of the purchaser as incorporated in the e-tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser, including inspection of warehouse/ registered or branch office/ site visit of any current project(s) etc. of the bidder at cost and arrangement of bidder by authorized representative(s) of purchaser.

**23.3 In case of a tie in rate offered-** the successful bidder will be decided by **DRAW OF LOTS**

**AWARD OF CONTRACT**

**24. Purchaser's Right to accept any bid and to reject any or all bids**

24.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the tendering process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

**25. Award Criteria**

25.1 Subject to GIB clause 24 above, the contract will be awarded to the lowest evaluated responsive bidder per health facility. The list of successful bidder(s) shall be uploaded online.

**26. Variation of Quantities at the Time of Award, During Currency of Contract**

26.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) percent, the quantity of goods and/ or services mentioned in the relevant section(s) in tender (rounded off to next whole number) without any change in the unit price and other terms and conditions quoted by the bidder.

26.2 The quantity of goods and/ or services mentioned in the relevant section(s) in tender to be procured may be staggered during currency of the contract.

26.3 The purchaser reserves the right to extend the 3 (three) year contract by another 3 (three) months on same terms and conditions at the end of 3 (three) year contract period. Thereafter, the contract may be extended on same terms and conditions for further periods on mutual agreement between purchaser and contractor.

**27. Notification of Award**

- 27.1 Before expiry of the tender validity period, the purchaser will notify the list of successful bidder(s) per health facility online on websites, <https://wbtenders.gov.in> and [www.wbhealth.gov.in](http://www.wbhealth.gov.in). In addition, each successful bidder shall be notified in writing that its bid for goods and/ or services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods and/ or services and corresponding prices accepted. The successful bidder must furnish to the health facility the required performance security within 15 (fifteen) days from the date of issue of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5.
- 27.2 The Notification of Award shall constitute the conclusion of the Contract and the 3 (three) year contract period shall commence from this date of notification.
- 27.3 The successful Bidder shall also physically submit original documents/ duly attested photocopies of all documents uploaded by him online at the time of bidding.

**28. Issue of Contract**

- 28.1 Within 7 (seven) days of notification of award, the successful bidder will sign the contract forms as per Section X with the health facility.
- 28.2 The Purchaser reserves the right to issue the Notification of Award consignee wise.

**29. Non-receipt of Performance Security and Contract by the Purchaser/ Consignee.**

- 29.1 Failure of the successful bidder in providing performance security and/ or signing contract in terms of GIB clauses 27 and 28 above shall make the bidder liable for forfeiture of its EMD and also, for further actions by the Purchaser/ Consignee against it as per the clause 10 of GCC: Termination for default.

**SECTION VIII: TENDER APPLICATION FORM**

**To,**

**The Tender Inviting Authority.....**

.....

.....

Ref: Your e-tender document No. \_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above e-tender document, including amendment/corrigendum number \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver the goods and/ or services in conformity with your above referred document for the sum, as shown in the price schedule/Bill of Quantity attached herewith and made part of this bid.

We hereby declare that all data and documents submitted by us in our bid in this e-tender are genuine and true, to the best of our knowledge and belief.

If our bid is accepted, we undertake to supply the goods and/ or perform the services as mentioned above, in accordance with the delivery schedule and terms and conditions as specified in the e-tender document, including amendment/ corrigendum if any.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in terms of GCC clause 5, for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the GIB clause 6, or for subsequently extended

period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Government

Authorities/ Organization/ Institution/ local bodies etc in last two years.

Brief of court/legal cases pending, if any, are following:

We would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by you to verify this statement.

**(Signature with date)**

**(Name, designation, seal of authorised person to sign bid for and on behalf of Bidder)**

**SECTION IX: Price Schedule/Bill of Quantity**

(Print copy of BOQ)

<b>Tender Inviting Authority: M.S.V.P., North Bengal Medical College &amp; Hospital, Department of Health and Family Welfare</b>		
<b>Name of Work: e-Tender For Supply of Cooked Diet for Indoor Patients of Government</b>		
<b>Contract No. Tender No</b>		
<b>Bidder Name:</b>		
<b>PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</b>		
<b>Sl. No.</b>	<b>Item Description [Bidders are requested to quote the percentage rate for administrative charge for supply of cooked diet to indoor patients of the health facility/ facilities after thoroughly going through GCC Clause 6 (six) of this e-tender.]</b>	<b>Percentage (%)</b>
<b>1</b>	<b>2</b>	<b>3</b>
1	Administrative charge for supply of cooked diet for indoor patients of NBMCH, P.O. Sushrutangar, Darjeeling	

**To be uploaded with digital signature of authorized personnel of Bidder**

**SECTION X: CONTRACT FORM**

[to be signed on a stamp paper of denomination of Rs.10/-(ten only) or above]

Name and address of the health facility issuing the contract.....  
.....  
.....

Contract No \_\_\_\_\_ dated \_\_\_\_\_

1. This is in continuation to Notification of Award of Contract No \_\_\_\_\_ dated \_\_\_\_\_ against e-tender no. dated \_\_\_\_\_ and subsequent amendment No, dated \_\_\_\_\_ (if any), issued by the purchaser.

2. Name and address of the contractor: .....  
.....  
.....

3. Contractor's Bid No dated \_\_\_\_ and subsequent communication(s) No dated \_ (if any), exchanged between the contractor and the purchaser in connection with this e-tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned above, shall also be deemed to form and be read and construed as integral part of this contract:

- i. The e-tender document no. .... dt.....
- ii. Tender Application Form furnished by the contractor
- iii. Technical and Financial Bid submitted by the contractor
- iv. Purchaser's Notification of Award of Contract

The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause I of Section II: PREAMBLE of the e-tender document shall also apply to this contract.

5. The brief particulars of the goods and/



orserviceswhichshallbesupplied/providedbythecontractor areas under:

Schedule No.	Briefdescription of goods/ services	Contract price

5.2 Financial limit to this contract is Rs.....(contract price)

5.3 Annexure: Documents listed in Clauses 4(i) to 4(iv) above.

**Signature, seal, nameandaddress ofthe purchaser's/ consignee's authorised official)**

Received and accepted this contract

(Signature, seal, nameand address of the contractor's executive dulyauthorised to sign on behalf ofthe contractor)

**Section XI: Proforma for Contractor’s Monthly Bill**

[The proforma for contractor’s monthly bill comprises Parts A, B, C, D and E. The monthly bill shall be submitted by contractor to in-charge of health facility. Payment shall be made as per terms laid down in e-tender document, especially GCC Clause 7. G.O. no. HF/MA/1661/4R-06/12 dt.6.9.12 specifies statutory emoluments payable to contractor’s staff.]

**Contractor’s Monthly Bill: Part A:**

**Abstract Sheet for Supply of Cooked Diet to Indoor Patients of .....**

(Name of health facility)

Period from ..... to .....

Name of Contractor.....

Contract no.....(photocopy attached with this bill)

The diet orders/ requisition slips issued by dietician/ sister-in-charge of ward/ appropriate authority of health facility against the meals claimed as supplied in this bill by contractor shall be attached herewith.

The dietician/ sister-in-charge of ward/ appropriate authority of health facility shall verify this abstract sheet with the requisition slips attached herewith and with the entries in the Indoor Patient Diet Register. After verification, such authorities shall sign/ countersign on the abstract sheet and on the bill submitted by the contractor with certificate that the meals enlisted have duly been served and the indoor patient diet supply service duly rendered satisfactorily by the contractor for the period claimed in the bill.

Diet Category (1)		Breakfast (2)	Lunch (3)	Evening Tiffin (4)	Dinner (5)	On Admission (6)	Total =Sum of Rate x Qty (for columns 2,3,4,5,6 per row) Rs.
1.Admission Diet	Rate in Rs.	Nil	Nil	Nil	Nil	16.70	
	Qty supplied	Nil	Nil	Nil	Nil	Nil	
2.Diabetic Diet	Rate in Rs.	15.94	23.28	Nil	14.39	Nil	
	Qty supplied			Nil		Nil	
3.Full Fluid Diet	Rate in Rs.	15.92	18.09	Nil	15.92	Nil	
	Qty supplied			Nil		Nil	
4.Full Rice Diet	Rate in Rs.	17.58	24.94	Nil	14.12	Nil	
	Qty supplied			Nil		Nil	
5.Paediatric Full Rice Diet	Rate in Rs.	9.18	12.27	Nil	12.69	Nil	
	Qty supplied			Nil		Nil	
6.Soft Rice Diet	Rate in Rs.	16.72	22.99	Nil	13.20	Nil	
	Qty supplied			Nil		Nil	
7.Uremic Diet	Rate in Rs.	14.70	18.62	Nil	12.48	Nil	
	Qty supplied			Nil		Nil	
8.Diet for Mentally challenged Indoor patients	Rate in Rs.	18.57	27.43	11.77	15.19	Nil	
	Qty supplied					Nil	
Total value of diet supplied Rs.							

**Contractor's Monthly Bill: Part B: Dietary Bill**

Sl no (1)	Schedule of Payments (2)	Rs. (3)
1	Total value of diet supplied as per Abstract Sheet of Part A of Contractor's Bill	
2	Less: Deductions for liquidated damages as per GCC Clause 9 of e-tender document on total value of diet supplied (on Row 1). Kindly annex a separate list	
3	Less: Any other benefits, facilities etc. availed by contractor during the billing period from the health facility, appropriate consumption charges for which shall be deducted from the total value of diet supplied (on Row 1). Kindly annex a separate list.	
4	Net value of diet supplied [Row 1- (Rows 2+3)]	
5	Administrative Charge @..... percent of net value of diet supplied (on Row 4)	
6	GST on Administrative Charge (on Row 5)	
7	Any other Tax imposed by the Govt.	
8	Any other Tax imposed by the Govt.	
9	Gross Dietary Bill (Rows 4+5+6+7+8)	
10	Less: Income Tax deducted at source on Administrative Charge (on Row 5)	
11	Any other deductions	
12	Net Dietary Bill [Row 9- (Rows 10+11)]	
13	<p>Attached documents:</p> <ul style="list-style-type: none"> <li>i. GST deposit challan for tax claimed in preceding month's contractor's bill.</li> <li>ii. A photocopy of the observations recorded in the Kitchen Inspection Register during billing period as per Section III, Clause 8 of e-tender document.</li> <li>iii. ....</li> <li>iv. ....</li> </ul>	

**Contractor’s Monthly Bill: Part C: Reimbursement of Minimum Statutory Emoluments to Contractor’s Staff Deployed at Health Facility**

(1. The maximum number of contractor’s staff deployed at health facility shall be as per Section III, Clause 11 of e-tender document.

2. Reimbursements shall be made only on submission of documentary evidence by contractor with this bill that he has duly paid/ deposited the reimbursement claims sought by him in the previous month’s bill from the health facility.)

Sl. No.	Schedule of Reimbursement	Rate (Rs.)	No. of Staff	Total (Rs.) (Col. 3x4)
(1)	(2)	(3)	(4)	(5)
1	Minimum monthly wage rate applicable for unskilled workers in the applicable Zone as per Labour Department, Govt. of West Bengal for staffs deployed by contractor at health facility			
2	Monthly EPF Contribution by employer for staffs			
3	Monthly ESI Contribution by employer for staffs			
4	EDLI Contribution and Administrative Charges payable by employer for staffs			
5	Any other statutory emoluments payable by employer for staffs			
6	Total statutory monthly emoluments payable by employer to his staff deployed at health facility (totals of Column 5 of Rows 1+2+3+4+5)			
7	GST on minimum statutory wages, if applicable (on ‘Total’ value of Column 5 of Row1 )			
8	Gross bill for Reimbursement of Minimum Statutory Emoluments to Contractor’s Staff Deployed at Health Facility (Rows 6+7)			
9	Declaration by Contractor: We are complying with all statutory Labour laws in vogue and as amended uptodate, including the Minimum Wages Act.			
10	Other Declarations and attached documents with bill: i. The attendance sheet of contractor’s deployed staff at health facility, authenticated daily by a designated staff of contractor and countersigned by an appropriate authority			

	<p>of health facility.</p> <p>ii. The wages of workers were credited to their bank accounts on.....(date). (The bank statement showing monthly salary paid through ECS to the contractor's deployed staff at health facility in the preceding month.)</p> <p>iii. ESI Contribution relating to these staff amounting to Rs..... was deposited on..... (date) (copies of ESI Cards of workers, copy of ESI deposit challan shall be enclosed)</p> <p>iv. EPF Contribution relating to these staff amounting to Rs..... was deposited on..... (date) (copies of EPF numbers of workers, copy of EPF deposit challan shall be enclosed)</p> <p>v. EDLI Contribution and Administrative Charges payable by employer for staffs</p> <p>vi. Medical fitness certificates of contractor's deployed staff every six- months</p> <p>vii. ....</p> <p>viii. ....</p>
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**Contractor's Monthly Bill: Part D: Total Bill**

Total of Dietary Bill as per Part B of Contractor's Monthly Bill	Rs.....
Total bill for Reimbursement of Minimum Statutory Emoluments to Contractor's Staff Deployed at Health Facility as per Part C of Contractor's Monthly Bill	Rs.....
Grand Total	Rs.....

**Part E: Additional compliances to be verified before payment of monthly contractor's bill for the first time by health facility:**

- i. Performance Security as per GCC Clause 5 has been submitted
- ii. Contract form as per Section X has been signed and exchanged by both the parties
- iii. Contractor's deployed staff are wearing uniforms and ID Cards, as approved by in-charge of health facility
- iv. Medical fitness certificates of contractor's deployed staff submitted
- v. Written job-responsibilities of each deployed staff of contractor
- vi. List of equipment handed over to contractor by health facility and their current working condition
- vii. Cooking is through LPG exclusively
- viii. Contractor has applied for License under The Food Safety and Standards Act,2006 to the competent authority
- ix. Contract Labour Licence of contractor submitted.

## SECTION XII: CHECKLIST FOR BIDDERS

Sl no	Checklist
1	EMD or documents in support of EMD exemption
2	Tender Application Form
3	Notice Inviting Tender Sections I to XII
4	PAN CARD
5	Professional Tax Registration
6	GST Registration
7	ESIC Code Number Allotment
8	EPFO Registration
9	Certificate of Incorporation/ Partnership Deed
10	Trade License
11	Power of Attorney in favour of signatory of bid
12	Performance Statement as per format prescribed in GCC Clause 3, with supporting documents
13	Audited Balance Sheet & Profit/ Loss A/c for last 3 years
14	Name, address of banker, account number
15	Bank Solvency Certificate on any date after publishing of this e-tender for an amount equal to 3 (three) months' total bill for supplying full rice diet at rate quoted by bidder at full bed-occupancy of health facility, plus the minimum statutory emoluments payable to the maximum staff deployable at that facility during this period
16	Address proof for registered and/or branch office of bidder, preferably in district of health facility
17	Bidder's Undertaking as per General Instructions to Bidders, Clause 13
18	Price Schedule/ Bill of Quantity (BOQ)

N.B. It is the responsibility of bidder to go through the e-tender document to ensure furnishing of all required documents in addition to above, if any.