

## **SPECIFIC TERMS AND CONDITIONS FOR TENDER FOR PROVIDING DIETARY SERVICES IN HIMSR/HAKEEM ABDUL HAMEED CENTENARY HOSPITAL (HAHCH)**

**Purpose:** This document outlines the terms and conditions for providing dietary services in a 710-bed hospital, Hakeem Abdul Hameed Centenary Hospital (HAHCH), including dietary management of wards, private rooms, and ICUs, as well as logistical support and manpower requirements.

### **Scope of Services:**

#### **a) Dietary Services:**

- Provision of meals as per the hospital's dietary plans and patient needs.
- Meals for various categories of patients: wards, private rooms, and ICUs.
- Special dietary foods, including diabetic, low-sodium, and other prescribed diets by the health professionals.

#### **b) Logistics:**

To ensure the highest standards of food safety and quality, the dietary service provider should:

- Provide Bain-marie and hot food trolleys, as well as mandatory cutlery, for serving food to patients.
- Maintain adequate sanitation standards for all food service equipment, including regular cleaning, disinfection, and maintenance schedules to prevent contamination and ensure a safe and hygienic food environment.
- All staff and supervisors involved in dietary services, including meal preparation, distribution, and cleaning, should undergo comprehensive training on: hospital standards and policies (NABH), food safety and hygiene practices, patient dietary requirements and restrictions, food handling and preparation techniques, and cleaning and sanitizing procedures.

#### **c) Manpower:**

- A minimum of two supervisors are required to oversee dietary services, ensuring compliance with hospital standards (NABH) and providing guidance and support to the team.
- A minimum of ten workers are required to manage meal preparation, distribution, and cleaning tasks.

#### **d) Compliance & Quality Standards:**

- The dietary service provider should be committed to maintaining high standards of quality and patient care by adhering to the hospital's hygiene and infection control protocols.

- This includes ensuring that all food handling, preparation, and service practices are in compliance with the hospital's policies and guidelines, as well as those of NABH (National Accreditation Board for Hospitals).
  - Additionally, regular performance reviews on a monthly basis to assess the effectiveness of the dietary service and identify areas for improvement will be conducted.
1. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the DEAN, HIMSR & HAHCH to check all relevant documents for their authenticity and the tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.
  2. No tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited.
  3. In case the successful tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
  4. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.
  5. Each page of the tender documents and papers submitted along with, should be numbered signed and stamped by the authorised signatory in acceptance of the terms and conditions laid down by the organization.
  6. **Period of Contract:** The contract would be for a period of one year, with the first 3 months being probationary. The period of the contract may be further extended on mutually agreeable terms and conditions after the completion of the contract, provided the requirement of the HAHCH persists at that time or maybe curtailed/terminated before the contract period owing to deficiency in service or substandard quality of dietary service by the selected tenderer/agency or cessation of the requirement of work or due to any change in government policy/rules. The Hamdard Institute of Medical Sciences & Research, however, reserves the right to terminate this initial contract at any time after giving three-month notice to the selected tenderer/agency.
  7. **Qualifying Requirements:-**
    - a. Only registered, bonafide, reputed and experience firms agencies having at least three years' experience in the field of Dietary services in Govt. / well reputed private hospitals having not less than 500 beds capacity to handle jobs relating to dietary services of large complexes. Proof of successfully completion/execution of work for the last 3 years and required to be enclosed.
    - b. The annual average turnover of services provided by the bidder should not be less than Rs. 4 Crores during the last three years as per their audit books of accounts/Tax Returns with clear evidence that the turnover is derived from provision of services

which from the subject matter of the present notice.

- c. Bid should be complete and covering the entire scope of job and should confirm to the General and Special Conditions indicated in the bid documents. Incomplete and non-confirming bids will be rejected outright.
- d. No Joint Venture/ Consortium is allowed to participate in the Tender Process. Tenderer should submit an undertaking on firm's letter head in this regard.
- e. Certificate of its registration. Corticated from concerned authorities regarding payment of service tax, income tax, work contract tax and other tax applicable fir the last years.
- f. Certificate for registration with income tax, sales tax, PF, ESI, and any authority applicable for the last three years.
- g. The tender form should be clearly filled in legibly or typed. The tenderer should quote the rates & amount tendered by him/them in figures & as well as in words. The tenderer should take care that the rate and amount should be written in such a way that interpretation is not possible. Alterations unless legibly attested by the tenderer, shall disqualify the tender. The tender form should be signed by the tenderer himself. Self-Attested copies of the Registration Number of the firm, license no. under Contract Labours Act, Provident Fund Account no. (Allotted by Provident Fund Commissioner), ESI No. (allotted by the E. S. I. Department), GST No. and PAN CARD copy of the Income Tax Clearance Certificate, Satisfactory Performance Certificate issued by the concerned agency/Organizations, Memorandum of firm and partnership deed, if the firm is in the partnership, shall be enclosed.
- h. That the contractor shall require to obtain the labor license under the contract labor regulations and abolition Act from the concerned authority within two months from the signing of the agreement and submit a duly attested copy to the institute.
- i. The tenderer should have adequate facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel.
- j. Tenderer should submit an undertaking on the firm's letterhead in this regard.
- k. Should not have been blacklisted by any Central / State / Govt. agency. Tenderer should submit an undertaking on firm's letterhead in this regard.
- l. A firm having any suit/criminal case pending against its proprietor or any of its Directors (in case of Pvt. Ltd. Company) or having been earlier convicted for violation of PF/ESI/Minimum Wages Act or any other laws in force shall also not be eligible.

8. The earnest money will be liable to be forfeited if the tenderer withdraws or amends & derogates from the tender in any respect within the period of validity of the tender.
9. Every amount paid to the contractor shall be subject to the deduction of Tax at source and other taxes as applicable from time to time by Govt. of India. The tenderer/contractor shall deposit security in favors of Hamdard Institute of Medical Sciences & Research for an amount of Rs.5,00,000/- minimum or as decided by the competent authority of Hamdard Institute of Medical Sciences & Research, either by Bank Draft or in the form of Bank Guarantee for the due performance of the contract, within one month from the date of contract. In the event of breach/ violation or contravention of any terms and conditions herein by the contractor, the security deposit shall be forfeited by the Hamdard Institute of Medical Sciences & Research, in addition of any amount of penalty as decided by the Hamdard Institute of Medical Sciences & Research shall be recoverable from security amount if not paid by the tenderer. The earnest money can be adjusted against security money. No Interest shall be paid on earnest and security money deposit.
10. The Tenderer should not default in payment of statutory dues like GST/EPF/ESI/Income Tax etc.
11. Tender must be unconditional. The rates shall remain unchanged for one year from the date of the signing of the agreement.
12. The tenderer shall supply approved quality meals consisting of breakfast, mid-morning assortments, lunch, evening tea, dinner, and at bedtime as per the suggested diet plan given at Annexure-04 to 06 for the patients in HAHCH as per rates approved and made part of the agreement. There will be no compromise on quality in this regard.
13. In this regard, the tenderer should have a hygienic kitchen a nearby reasonable area i.e. 2-3 km shall provide the details.
14. The tenderer shall arrange/obtain various statutory licenses from the concerned authorities in the name of HAHCH and in their own name for which the expenses will be borne by the Party/HAHCH as the case may be. HAHCH would provide the necessary documents in this regard.
15. Diet menu for General Wards, Semi-Special, ICUs and Private Ward shall be set by HIMSR/HAHCH dieticians on weekly basis including diet plan for special category of patient's right from breakfast to dinner. The menu will specify the quantity and number of items to be served.
16. The tenderer will adhere to shift timings and attendance rules as per statutory norms and plan their operations across 3 shifts, 24x7 all through the year. Special arrangements for national holidays shall be made.
17. HIMSR/HAHCH shall suggest/set standard SLA and set of KPAs which would form part of the contract and shall be mutually signed off to achieve various compliances.
18. HIMSR/HAHCH will enforce rigorous monitoring of the functioning of the entire system by

constituting a Monitoring Committee to be communicated to the Tenderer separately. However, for specific monitoring of the diet plan services on day to day basis, a committee comprising two dieticians of HIMSR/HAHCH, Kitchen Manager would function under the overall supervision of the Medical Superintendent.

19. Normally no upper or lower limits for serving of diets per day/or day to day basis in the general wards, special and private wards shall be set. However, HIMSR/HAHCH will notify to the tenderer the meal planning a day before, preferably in the evening, regularly. Both HIMSR/HAHCH and the Tenderer will be in touch with each other.
20. The tenderer shall suggest rates for general, semi-special/special and private wards for meal from breakfast to dinner per day per patient exclusive of GST, which shall be paid by the HIMSR/HAHCH, if applicable. If additional eatables shall be requisitioned on festivals, they shall be arranged from outside on the cost to be mutually decided. The Tenderer shall bear any other tax liability on their own.
21. The diet will be delivered by the tenderer at the junction of the wards and its distribution will be handled by the staff of HIMSR/HAHCH. The Tenderer shall be solely responsible for collection of the used utensils back to the kitchen. HIMSR/HAHCH will not be responsible for breakage, loss, pilferage etc. and no claim to compensate any damages will be entertained by HIMSR/HAHCH.
22. The tenderer shall arrange all consumptions/meals in their kitchen which will be inspected and approved by HIMSR/HAHCH before operation of the contract. Any changes/improvements required shall be immediately carried out by the tenderer to the satisfaction of HIMSR/HAHCH.
23. It would be the responsibility of the tenderer to ensure the verification of antecedents of the staff engaged at their own cost.
24. Persons suffering from contagious or infectious diseases shall not be employed or permitted to work in HIMSR/HAHCH. HIMSR/HAHCH authorities reserve its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the HIMSR on medical examination of such employees, shall be borne and paid by the bidder/vendor. Each individual should have a health care provided by the vendor.
25. The tenderer shall meet the cost of all consumables & disposable items and include them in the rates of supply.
26. The EMD (Earnest Money Deposit) may be released for all unsuccessful bidders after the issuance of an Award letter to the L-1/successful bidder.
27. The tenderer shall take care of the provisions of the Food and Adulteration Act and shall be responsible/liable for damages, claims, etc. for any such act which may cause harm to the patients by any eatables/consumable items.

28. The tenderer will tender the bill for the supplies made by them, duly certified by Hospital Administration, on a monthly basis from the first to the last day of the month by the second of the succeeding month.
29. That in the event of any dispute, or differences, arising between the parties to this License Agreement for any reason whatsoever relating to this License Agreement whether during the substance/currency of this License Agreement or thereafter the parties will endeavor to amicably resolve the same, but in case if dispute or differences still remaining unresolved, the same shall be referred to a Sole Arbitrator appointed by the Director General, HIMSR. The decision of the Arbitrator shall be final and binding upon both the parties concerned.

**I/We have read the above terms and conditions and are acceptable to me/us.**

Place.....

Signature of the authorized person

Date: .....

Name of the signatory

Designation of the signatory i.e. Proprietor/Partner

**ANNEXURE- 01**

**TECHNICAL BID**

Having read and accepted all terms and condition in the tender document we submit the details for Dietary Services as follows:-

<b>1. Name and address of the Registered office of the agency/ firm</b>	
<b>2. Name of the owner(s) Partners (Attach Bio-data of all Partners)</b>	
<b>3. Telephone no.</b>	
<b>4. Residence</b>	
<b>5. Office</b>	
<b>6. Mobile</b>	
<b>7. List of Organizations/office, where firm is presently providing dietary services (Mention)</b>	
<b>8. Details of EMD No. Date, Amount, and Bank name</b>	
<b>9. Whether the firm/ agency is registered, attached copy of the certificate of registration and indicate WCT number</b>	
<b>10. ESI/PF number</b>	
<b>11. Service Tax Number</b>	
<b>12. PAN Number</b>	
<b>13. TIN Number</b>	
<b>14. Details of ISO certificate (Attach Proof)</b>	
<b>15. Business Turnover Certificate (attested by C.A)</b>	

<b>18. Experience with Govt./Semi Govt./ Autonomous Bodies during last 3 years along (attach documentary proof / certificate from concerned organization)</b>			
<b>Year</b>	<b>Name of the Organization</b>	<b>Contact person/ Telephone Number</b>	<b>Annual turn Over (min 4 Crores)</b>
<b>2020-21</b>			
<b>2021-22</b>			
<b>2022-23</b>			
<b>19 .Total numbers of Manpower deployed</b> i. Un-skilled ii. Semi-Skilled iii. Skilled			
<b>20. Audit report (last 03 Financial Year)</b>			

**Declaration by the Tenderer:**

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

**Place:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Contractors Sign and Seal**



**ANNEXURE- 02**

**PRICE BID UNDERTAKING**

From: (Full name and address of the Bidder) \_\_\_\_\_  
\_\_\_\_\_

To,

Dear Sir/Madam,

1. I/We \_\_\_\_\_ (name) submit the Price Bid for \_\_\_\_\_ (Tender name/no.) .  
\_\_\_\_\_ and related activities envisaged in the Bid document.
2. I/We have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I/We offer to work at the rates as indicated in the price Bid.
4. I/We undertake that I /We have carefully studied all terms and conditions of the tender and shall abide by them. Further, it is certified that I/We have never been blacklisted by any Govt. /PSU Department.

**Signature    Name    of    Authorized  
Signatory    Signatory**

**ANNEXURE- 03**

**TENDER ACCEPTANCE LETTER**

**(To be given on Company/Firm Letter Head)**

**Date:** \_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender/Work: \_\_\_\_\_

Dear Sir/Ma'am,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions / clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Signature of Authorized Signatory Name

Place: \_\_\_\_\_

Phone No: \_\_\_\_\_