EMPLOYEES STATE INSURANCE CORPORATION
MODEL HOSPITAL
NACHARAM::HYDERABAD-76.
(AN ISO 9001:2008 QMS CERTIFIED HOSPITAL)

TENDER FORM FOR
PATIENT DIET (CANTEEN) SERVICES
Sealed Tenders are invited from reputed, registered and licensed agencies who fulfill the eligibility criteria and who can take on the work as mentioned below for a period of one year which can be extended on the basis of performance and mutual agreement for further periods.

1) **ELIGIBILITY CRITERIA** :-

1) The Agency should have experience for providing Patient Diet Supplies in reputed hospitals having a minimum bed strength of 50 beds, preferably in Govt. and Public Sector, for at least 3 years (list of clients as above, along with satisfactory performance certificate from such clients must accompany the tender.)

2. The agency must be currently running a patient Diet supply contract as above, which will be verified by the competent Authority before finalization of actual contract as per following parameters
   a) Use of latest energy efficient technology for cooking food, it storage and manner of distribution including quality maintenance-in the hospital.
   b) Utensils and other appliances used in the kitchen and food distribution system must be modern and contemporary.
   c) personal hygiene of all the functionaries in the cooking/storage/distribution system must be very good.

3) The Agency should furnish attested copies of the following documents:-
   i) Certified copies of Income Tax /Service Tax returns for the latest Three Assessment Years i.e. 2010-11,2011-12, & 2012-13,
   ii) Certified copy of currently valid Trade license essential for carrying out the activities under the contract.
   iii) Copy of the PAN CARD of the Proprietor/Partner/Company.
   v) A Certificate for the list of machines and equipments to be used in patient Diet services-facility management work indicated at ANNEXURE “C”.
   vi) All the pages of the tender form and all the enclosures attached with the same must be serially numbered and authenticated by the bidder. All declarations must be authenticated by the bidder with date. A list of all the serially numbered enclosures and documents must be attached with the Tender.
4) Detailed specifications, Terms and Conditions are given in the tender document which can be downloaded from ESIC website:-www.esic.nic.in.

5) The tender documents/forms are not transferable.

6) Quotations should be submitted alongwith D.D. for Rs.20,000/- (Rupees Twenty thousand only) drawn in favour of “ESIC fund A/c. No.I, payable at Hyderabad towards E.M.D.

7) Schedule dates for Tender:
   1. Tender documents shall be available From: 04.08.2014 to 26.08.2014
   2. Last Date for submission of quotation up to: 02:00 p.m. on 26.08.2014
   3. Opening of Quotations at: 03:00 p.m. on 26.08.2014

MEDICAL SUPERINTENDENT
1. GENERAL:

The Bidder is expected to examine all instructions, forms, terms and conditions and specifications in the tender document. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.

2. TENDER FORM:

The bidder shall complete the tender form and the appropriate price schedule furnished in the tender documents for all the goods and services as required by the Purchaser (Medical Superintendent, ESIC Model Hospital, Nacharam, Hyderabad).

3. BID PRICES:

i) The bidder shall indicate in the price schedule of the tender document:
   a) The complete price breakup of various components of goods and services along with total bid prices in each group/category of the Purchaser’s requirements;
      However the payment shall be based on the actual supplies/services approved by the Purchaser and made by the Supplier.
   b) Duties, taxes including service tax if any, paid or payable, must be mentioned clearly both on percentage as well as on actuals.
ii) Prices quoted by the bidder shall be fixed during the bidder’s performance of the contract and not subject to variation on any account except in cases of statutory payments. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
iii) All prices must be mentioned both in figures and words. The bidder must make sure that there is no discrepancy between the two. In case of any discrepancy between the two the interpretation of the Purchaser on this account shall be final and binding. If the bidder does not accept the correction of errors as per purchaser’s interpretation, his bid will be rejected.
iv) Arithmetical errors, if any, in any part of the bid will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total shall be corrected. If there is any discrepancy between the figures and words, the figures in words will be taken as correct. If the bidder does not accept the correction of errors, the bid shall be rejected.

4. EARNEST MONEY DEPOSIT (E.M.D.):

i) The bidder shall furnish, as part of his bid an EMD of Rs.20,000/- (Rupees Twenty thousand only) in the form of a crossed Bank Draft or Pay Order payable to “ESIC Saving Bank Account No.1,”. No interest shall be payable by the Purchaser on this amount.

ii) Unsuccessful bidder’s EMD will be returned as promptly as possible.
iii) The successful bidder’s EMD will be discharged upon the bidder signing the contract and furnishing the performance security.

iv) The EMD shall be forfeited:
   a) If the bidder withdraws his bid during the period of bid validity specified by the bidder on the tender form; OR
   b) In case of a successful bidder, if the bidder fails: To sign the contract and/or to furnish performance security

5. PERIOD OF VALIDITY OF BIDS:
   i) Bids shall remain valid for a period of 120 days after the date of tender opening prescribed by the Purchaser bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
   ii) In exceptional circumstances the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the response thereto shall be made in writing. The EMD provided shall also be suitably extended.

6. PURCHASER’s RIGHT TO ACCEPT OR REJECT ANY BID:
   The Purchaser reserves the right to accept or reject any bid without assigning any reason at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for Purchaser’s action.

7. SIGNING OF CONTRACT:
   i) At the same time as the Purchaser notifies the successful bidder that his bid has been accepted, the Purchaser will send the bidder the contract form, draft of which is provided in the tender document incorporating all agreements between the parties.
   ii) Within 10 days (or within the period if and as extended by the Purchaser) of receipt of the contract form, the successful bidder shall sign and date the contract on non-judicial stamp paper of requisite denomination and return it to the Purchaser.

8. CORRUPT OR FRAUDULENT PRACTICES
   ESIC Model Hospital, Nacharam requires that the Hospital as well as bidder/contractors under this contract observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the ESIC Model Hospital 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. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the ESIC contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing an ESIC contract.

9. CONTRACT AMENDMENTS:
   No variation in or modification of the performance of the contract shall be made except by written amendment signed by the parties.
10. RESOLUTION OF DISPUTES:

i) In case of a dispute or difference between the Purchaser and the Supplier relating to any matter arising out of or connected with this agreement such dispute or difference shall be referred to an arbitrator to be nominated by the Medical Superintendent, ESIC Model Hospital, Nacharam, Hyderabad. The award of the arbitrator shall be final and binding on the parties of this contract. It is the term of this contract that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for time of such transfer or vacation of office or inability to act, the Medical Superintendent, ESIC Model Hospital, Nacharam shall appoint another person to act as an arbitrator in accordance with the terms of this contract. Such arbitrator shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also term of this contract that no person other than a person appointed by the Medical Superintendent, ESIC Model Hospital, Nacharam as aforesaid should act as an arbitrator.

ii) An Arbitrations and Conciliation Act, 1996, the Rules there under and any statutory modifications or reenactments thereof, shall apply to the arbitration proceedings.

11. RIGHT TO MODIFY OR RELAX:

The Purchaser reserves the right to modify and/or relax any of the terms and conditions of the tender/contract.

12. TO ACCOMPANY THE BID:

The bidder must submit an authenticated copy of the following documents as part of the bid, failing which the bid shall be rejected.

i) Certified copies of Income Tax/Service Tax returns for the latest Three Assessment Years i.e. 2010-11, 2011-12 & 2012-13.

ii) Certified copy of currently valid Trade licenses essential for carrying out the activities under the contract.

iii) Copy of the PAN CARD of the Proprietor/Partner/Company.

iv) Certified copies of experience and performance certificates along with documentary evidence.

v) A Certificate for the list of machines and equipments to be used in patient Diet services-facility management work indicated at ANNEXURE “C”.

vi) All the pages of the tender form and all the enclosures attached with the same must be serially numbered and authenticated by the bidder. All declarations must be authenticated by the bidder with date. A list of all the serially numbered enclosures and documents must be attached with the Tender.

Read and Accepted

Signature of Tenderer

With seal
SPECIAL TERMS AND CONDITIONS FOR PATIENT DIET SERVICES

Tender No. 522-A-12/28/ESICMH/NR/Tender/DIET Ser./2014

The following special terms and conditions shall apply for undertaking Patient Diet Services on contract in ESIC Model Hospital, Nacharam, Hyderabad.

1. The General Terms & Conditions for supply of materials or services to the ESIC Model Hospital, Nacharam, Hyderabad, including the Law of contract will be applicable.

2. The Tenderer should have a permanent place of business in Hyderabad/Secunderabad and the complete Postal Address, Telephone/Mobile/Fax/E-mail address, etc. should be provided while submitting the completed Tender form.

3. The Bidder should have an experience of not less than a total of three years in providing Patient Diet Services in one or more Hospitals of repute having minimum of 50 beds each.

4. The contractor must possess the requisite licence of carrying out the business and shall be responsible for complying all laws pertaining to his services as well as those pertaining to employment of persons under him.

5. The agency would be required to submit the copies of currently valid Licence issued from the competent authority in connection with running his services.
   (i) Workers engaged through Service providers must receive their entitled wages on the 7th day of the following month.
   (ii) MINIMUM WAGES WILL HAVE TO BE PAID AS PER RULES (LATEST).
   (iii) Payment to such workers must be made by the Service Providers through Cheque. Under no circumstances payments will be made in cash. To ensure this, Service Providers will get a Bank account opened for every engaged worker
   (iv) The Service Provider must ensure that entitled wages of the workers are credited to their bank account on the 7th day of the following month. Service Provider will not be given any relaxation in this matter.
   (v) “PAYMENT OF WAGES IS NOT LINKED TO PAYMENT OF THE BILL BY ESIC.” However, Endeavour shall be made to make payment to the Agency in time.

6. The Hospital has presently around 200 beds and all admitted Patients are to take food from the Hospital. The rates for different types of diet, once accepted in the Hospital, will remain same for the entire period of contract or extended period, if any.
7. i) The diet shall be supplied by the Contract to the In-patient as per schedule-III for Breakfast, Lunch, dinner etc., and at such place & time in the Hospital as may be decided by the Hospital authority from time to time.
   ii) The contractor shall also arrange to provide specified diet to the patient as and when required.
8. The contractor selected for the supply patient diet, will be required to maintain such level of cleanliness and standard of hygiene with regard to the persons under his employment and utensils for serving the food as may be decided by the Hospital Authority.
9. The utensils for cooking the food and serving the patient will have to be provided by the contractor and maintained by him.
10. i) The Hospital will provide suitable space for cooking and storing of raw materials and will also provide electricity free of charges limited to the General illumination in the Kitchen & Stores, but no cooking will be allowed by using Hospital electricity.
   ii) The fuel to be used for cooking will be LPG and shall be arranged by the contractor at his cost.
   iii) The Contractor shall keep his own refrigerator to keep such perishable items for a minimum period only without affecting the food value.
11. The contractor will be responsible for engaging & maintaining adequate number of persons for cooking, distribution of food and disposal of garbage and left over of the food.
   i) The contractor should keep the Kitchen complex clean.
   ii) The contractor will be responsible for such conduct of the persons engaged by him in the Hospital, which will be conductive for maintaining the harmonious atmosphere in the Hospital and will be responsible for any act of commission & omission of such persons.
12. The agency while submitting their tender form, shall enclose certified Photostat copies of Experience, trade license essential for carrying out the activities under reference, License under contract labour act, sales tax & Income tax returns, solvency certificate and any other documents in support of permission from the competent authority for carrying out the activities under reference.
13. All pages of the tender and related papers are to be duly authenticated by tenderer or authorized Signatory on behalf of tenderer.
14. The successful tenderer will be required to deposit security money (interest free) Bank guarantee equivalent to 5% of the Annual value of the contract within such specified period as may be decided by the Hospital and on failure, the offer of contract shall be cancelled without further reference and earnest Money may be forfeited.
15. The Security money so deposited by the successful bidder will be retained by the Hospital till completion of the contract and will be released there after (without interest) on claim, subject to adjustment of any claim of Hospital, arising out of terms & conditions pertaining to the tender.
16. The contract, if awarded, will be initially for one year from the date of award subject to continuous satisfactory performance and on failure on this aspect by the contractor, the Hospital reserves the right to terminate the contract. This initial period of one year can be extended for such further period at the discretion of the Hospital authority, but not more than one year, with the existing terms and conditions.
17. The contractor will be required to submit his bill month-wise by 5th of the subsequent month for further action and release of payment which will be released as per the terms & conditions less deduction at source of Income Tax at prevailing rates.
18. The successful agency shall have to enter into an agreement with the Hospital and the cost incurred in this connection will be borne by the contractor.
19. Evaluation of Tender is done on the basis of the following weightage

<table>
<thead>
<tr>
<th>Type of Diet</th>
<th>Price X</th>
<th>Weightage</th>
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<tbody>
<tr>
<td>D1</td>
<td>9.5</td>
<td></td>
</tr>
<tr>
<td>D2</td>
<td>0.3</td>
<td></td>
</tr>
<tr>
<td>D3</td>
<td>0.2</td>
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</table>

20. The tender application form and related documents along with the earnest money is to be submitted in a sealed cover super scribed “Tender for Patient Diet Service”

Addressed to: The Medical Superintendent,
E.S.I.C. Model Hospital,
Nacharam, Hyderabad – 76.

and it will be dropped in the Tender Box kept for the purpose in the office of the Medical Superintendent up to 02:00 p.m. on 26/08/2014 and the tenders will be opened on the same day at 03:00 p.m. in presence of tenderers/their authorized persons, who may choose to be present.

21. The Hospital authority reserves the right to reject any tender without assigning any reason what so ever.

Read and Accepted

Signature of Tenderer

With seal.
DIET SCHEDULE
(for In-patient)

GENERAL DIET (D/1)

A) BREAKFAST (7 AM - 8 AM)

1. Milk/Tea (Patient Choice) 250 ml/150 ml
2. Sugar 50 g
3. Bread 4 Slices (120g)
4. Butter 10 g

B) MIDMORNING MEAL (10:30) - 11AM
1. Buttermilk/Veg.Soup/Ragimalt 150ml

C) LUNCH (12 Noon – 1.30 PM)
1. Rice/Roti 100 g / 4 Nos.
2. Dal 30 g
3. Vegetables 200 g (Green leafy vegetable twice weekly)
4. Curd 100 g
5. Egg /Paneer (Patient’s choice) 2 Nos./60 g
6. Seasonal Fruit 1 No. (Orange/Banana/Apple, etc. (atleast 100 g)

D) Tea with Marie Biscuit(4ps) 150 ml

E) DINNER: (7 PM - 8 PM)
(i) Rice/Roti 100 g / 4 Nos.
(ii) Dal 25 g
(iii) Vegetables 200 g
(iv) Curd 100 g

(for children as per age milk and bread to be provided in place of General Diet)

NOTE: As per the requirement of the Hospital authority, the diet supplier has to provide special diet, modifying the general diet given in the above schedule. Such special diet will include salt free/restricted diet, Diabetic diet and bland diet as mentioned below (a, b, c.).

a) Salt free/Restricted Diet: This diet is like general diet, but the cooked items will have less or no salt as prescribed.

b) Diabetic Diet: This diet is like general diet, but shall not contain items like potatoes, pumpkin, radish, sugar etc. in which place other green vegetables are to be added to make up the weight.

c) Bland Diet: This diet is like general diet, but the vegetables should be boiled and made soft, use of spices and oil should be minimum just to make it palatable.

(Green leafy vegetables to be included in the all diets)
2. **ADMISSION DIET (D/2):**

   i. Milk 250 ml  
   ii. Bread 6 pcs  
   iii. Sugar 2 Spoons (2tsf)

3. **LIQUID DIET (D/3):**

   **A) BREAK FAST**
   1. Milk 250 ml 8:00 am  
   2. Fruit Juice 200 ml 10:00 am  

   **B) LUNCH**
   1. Vegetable Soup 200 ml 12:00 pm  
   2. Dal Soup 200 ml 2:00 pm  

   **C) AFTERNOON**
   1. Fruit Juice 200 ml 4:00 pm  

   **D) DINNER**
   1. Milk 200 ml 6:00 pm  
   2. Vegetable Soup 200 ml 8:00 pm

**Rates to be submitted for the above categories**

1. Fine Rice and dal should be of good quality and slate free.  
2. Only refined sunflower oil to be used as cooking medium.  
3. Fruits seasonal fruits and maspiti to be supplied each fruit should not be less than 50 grms.  
4. Dal, moong, masoor, arhar & chana dal to be supplied rotationally.  
5. Fresh and good quality of vegetables and other raw materials to be used.  
6. Cow’s milk should have 3.5% fat.

**Read and Accepted**

**Signature of Tenderer with seal**
SCOPE OF WORK AND DELIVERABLES

SUPPLY OF PATIENT DIET:

1. (a) The diet shall be supplied to the in-patients as per schedule (Annexure-I) appended and at such place and time in the Hospital as may be decided by the Purchaser from time-to-time.
   (b) The Supplier shall arrange to provide specified type of diet (Annexure-I, A, B, C, D/2, D/3) to patients as and when requisitioned.
2. The Supplier shall maintain utmost hygiene standards with regards to the food items, utensils for cooking and serving as well as in respect of personnel cooking and serving food to the satisfaction of the Purchaser and as mandated in the relevant Law (Food & Adulteration Act).
3. The food items supplied shall be contamination-free, palatable and fresh. No left-over or balance food item shall be served.
4. (a) The Purchaser shall provide suitable space for cooking and storing of raw materials and power only for lighting and refrigeration free of cost.
   (b) The Supplier shall provide utensils for cooking and plates etc, for serving food as well as LPG fuel for the purpose of cooking at their own cost
5. The Supplier shall keep kitchen, wash area, utensils, serving vessels and plates clean and disinfected and shall make his own arrangements for disposal of garbage and left-over of food.
6. The Supplier shall be responsible for engaging & maintaining adequate number of personnel for cooking, distribution of food and disposal of garbage and left over of the food.
   i) The Supplier shall keep the Kitchen complex neat and clean.
   ii) The Supplier shall be responsible for the conduct of the persons engaged by him in the Hospital, which will be conductive for maintaining the harmonious Atmosphere in the Hospital and shall be responsible for any act of commission & omission by such persons.
7. The supplier shall employ experienced and healthy persons and shall get them examined for medical and physical fitness by Hospital doctor once in a quarter, and obtain a certificate which may be submitted to the Purchaser at the beginning of each quarter. No unhealthy workers shall be allowed to prepare or serve food.

Read and Accepted

Signature of Tenderer with seal
TENDER FORM

Tender No: Date:

Sir,

Having examined the tender documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to supply, deliver, commission the services in conformity with the said tender documents, for a total sum of money to be arrived at and agreed upon between the Purchaser and the Supplier on the basis of the prices of the goods and services quoted in the price schedule and made a part of this bid attached herewith, or such other sums as may be agreed to between the purchaser and the supplier as signed contract.

I /We undertake, if my/our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the bid documents or agreed upon, in writing, with the purchaser.

I/ We agree to abide by this bid for a period of 120 (one hundred and twenty) days after the date fixed for bid opening under clause 14 of the instructions to bidders and it shall remain binding upon me and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

I/We undertake that, in competing for (and, if the award is made to me/us, in executing) the above contract, I/we will strictly observe the laws against fraud and corruption in force in India, namely” Prevention of Corruption Act 1988”.

I/We understand that you are not bound to accept the lowest or any bid you may receive.

I/We declare that the information stated above and in the enclosed attachment and copy of certificates/documents supplied herein is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the purchaser to reject my/our offer and/or to cancel the award and forfeit my/our earnest money at the purchaser’s absolute discretion.

I/We understand that you are not bound to accept this or any bid you may receive.

Dated this _____________ day of ____________.

________________________
Signature
(in the capacity of) Seal of the company

Duly authorized to sign the bid for and on behalf of

________________________
________________________________________
Seal of the company

Schedule-V
CONTRACT FORM

THIS AGREEMENT made the __________________day of _____________2008 between the Medical Superintendent, ESIC Model Hospital, Nacharam, Hyderabad (hereinafter called “the Purchaser”) of the one part and _________________________(Name of supplier) of ________________(city) (herein after called “the Supplier”) of the other part:

WHEREAS the Purchaser is desirous to buy services and has accepted a bid by the Supplier for the supply of those services in the sum of ________________ (Contract Price in words and figures) (hereinafter called “the Contract Price”);

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   a) Tender Notice ;
   b) The entire tender document ;
   c) The Bid Form and the Price Schedule submitted by the Bidder ;
   d) The Specifications of goods and services given in various sections of the tender document ;
   e) The Terms and Conditions of Contract ;
   f) The Purchaser’s Notification of Award ;
   g) The Supplier’s acceptance of the award ;

In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remediing of defects herein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under (to be listed as per sections V & Section X of the tender document) :

   TOTAL VALUE : _________________________

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Indian laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _______________________________(For the Purchaser)

In the presence of ________________________________

Signed, Sealed and Delivered by the

Said _______________________________(For the Supplier)

In the presence of ________________________________
## Schedule-VII

### PRICe SCHEDULE

<table>
<thead>
<tr>
<th>Name of the Item</th>
<th>Price (in Rs.) per diet (in figures)</th>
<th>(in words)</th>
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### D/1 General Diet

- **(A)** Breakfast
- **(B)** Lunch
- **(C)** Tea
- **(D)** Dinner

Total:

### D/2 Admission Diet

Total:

### D/3 Liquid Diet

- **(A)** Breakfast
- **(B)** Lunch
- **(C)** Afternoon Fruit Juice
- **(D)** Dinner

Total:

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**Read and Accepted**

**Signature of Tenderer with seal**