

# **Tender Document**

For

## **Outsourcing of Dietary Services**

For

**Jawaharlal Nehru Medical College & Hospital, Bhagalpur**

Issued on: 28.08.2019

<b>Date &amp; Time of Pre-bid meeting</b>	<b>Date 09.09.2019 at 11:00 AM</b>
<b>Last Date &amp; Time of Submission of Bid</b>	<b>Date 30.09.2019 at 3:00 PM</b>
<b>Date &amp; Time of Opening of Bid</b>	<b>Date 03.10.2019 at 12:30 PM</b>
<b>Time, Date and Venue of opening of Financial bid.</b>	<b>Date 11.10.2019 at 12:30 PM</b>



## NOTICE INVITING TENDERS (NIT)

FOR

**Outsourcing of Dietary Services**



# **Jawaharlal Nehru Medical College & Hospital, Bhagalpur**

Tender Enq. Ref. No: DIET/2019/03

Dated: 28.08.2019

- 1) Medical Superintendent, Jawaharlal Nehru Medical College & Hospital, Bhagalpur invites tenders from eligible and qualified organizations for Outsourcing of Dietary Services at the Medical college.
- 2) The primary objective is to ensure quality food service (3 meals and snacks as per the menu provided) free of cost to all the patients admitted at the medical college.
- 3) Tender documents may be collected from Superintendent office, Jawaharlal Nehru Medical College & Hospital, Bhagalpur on payment of INR 1000/- (One Thousand Rupees Only), or download the same from the website of medical college's website [www.jlnmchbhagalpur.org](http://www.jlnmchbhagalpur.org). The technical bid should accompany a refundable bid security of Rs 05 Lacs in form of demand Draft/ Bank Guarantee drawn in favour of Superintendent, Jawaharlal Nehru Medical College & Hospital, Bhagalpur.
- 4) Bidders can submit their bids on or before 30/09/2019 up to 15:00 Hrs. along with Bid Security, either through speed post or registered post. (Submissions by hand, courier, fax, email or any other mean will not be accepted). The tenders submitted up to the scheduled date and time shall be opened on 03.10.2019 at 12:30 PM. The bidder's authorized representative may attend the tender opening (technical bid) on the date and time mentioned above.
- 5) Pre-bid meeting is scheduled at 12:00 Hrs. on 09.09.2019 at 11:00 AM at Superintendent chamber, Jawaharlal Nehru Medical College & Hospital, Bhagalpur. Interested prospective bidders may attend the pre-bid meeting to seek clarification on any aspects of the tender document.
- 6) All the further notifications/amendments, if any shall be posted on the aforementioned website. No separate communication shall be made with individual bidders.

Superintendent  
JLNMCH, Bhagalpur

## 1. Background & Scope of Work

- 1.1. Jawaharlal Nehru Medical College & Hospital, Bhagalpur invites proposal from eligible bidders for providing **Dietary Services** to the patients at the medical college
- 1.2. The scope of work will broadly include setting up and maintaining a kitchen and providing food to the in-patients etc. Detailed scope of work is given in the key terms of the Contract provided in Annexure 5. You are requested to quote your best offer along with all required documents.
- 1.3. The sealed Bids should reach the address provided in Clause 8.4, latest by 30<sup>th</sup> Sept'19 up to 03:00 PM and it will be opened on 03.10.2019 at 12:30 PM in Superintendent Chamber Jawaharlal Nehru Medical College & Hospital, Bhagalpur in the presence of the bidder(s) or their authorized representative(s).

## 2. Contract Period

The contract will be valid for a period of **12 months** from the date of commencement of services. However, in the event of service rendered being found unsatisfactory or due to any other such reasons, the contract can be short closed by the Authority & Performance Security money will be forfeited. The contract period may also be extended, subject to satisfactory performance on the same terms & conditions, with mutual consent of both the parties, but the decision of the competent authority of medical college would be final.

## 3. Eligibility Criteria

- 3.1. The Bidder should be Registered Company under Companies Act 1956/ 2013/ Partnership Firm/ Proprietorship Firm/ Trust/ Society and should have been in operation during last 3 years (minimum 3 years' experience). Consortiums are not allowed.
- 3.2. **Technical capacity** - The bidder must have minimum three years of experience of providing "dietary services" on outsourcing basis in Govt. offices/ PSUs, private hospitals (minimum 150 bedded hospital). The Agency will be required to provide copy of work order and experience certificate from the contracting agency. The certificate should clearly mention the nature of work and satisfactory performance.
- 3.3. **Financial capacity** - The average annual turnover of the Bidder during the last 3 Financial years should not be less than Rs. 1,50,00,000 per annum.
- 3.4. The bidder must have license under 'Food Safety and Standards Regulation 2011'.
- 3.5. The Bidder should not be Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 5 years from the last date of submission of bids, and No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder. The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department/PSU.
- 3.6. No Joint Venture/ Consortium is allowed to participate in the Bidding process.
- 3.7. In addition, the bidder must submit these documents:

1	Duly filled format of Technical Bid as per <b>Annexure 2</b>
2	<ul style="list-style-type: none"><li>• For Company - Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013</li></ul>

	<ul style="list-style-type: none"> <li>• For Partnership Firm- Registration Certificate issued by registrar of firm under partnership act 1932</li> <li>• For Society/Trust- Certificate issued under society registration act 1860/ Indian Trust Act 1882</li> <li>• For Proprietorship firm- Certificate issued under shop &amp; Establishment Act</li> </ul>
3	Bid Security in the form of a Demand Draft as mentioned in Clause 8
4	Experience certificate/ work completion certificate of providing minimum three years of “dietary services “on outsourcing basis in Govt. offices/ PSUs or private hospitals (minimum 150 bedded hospital). <b>Annexure 3</b>
5	Affidavit (sworn before public notary/ executive magistrate) stating that the agency is not Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 5 years from the last date of submission of bids, and No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder. The bidder shall declare all ongoing litigations it is involved in with any government agency/ state/ central department/ PSU. <b>Annexure 4</b>
6	<p>(a) Audited Balance sheet and;</p> <p>(b) Statement of:</p> <ol style="list-style-type: none"> <li>Profit &amp; Loss Account, and a copy of challan related to annual return filed with ROC and any other related financial statements (if the bidder is registered under Companies Act), or</li> <li>Income and expenditure account, Receipts and Payments account and other related financial statements (if the bidder is registered under Societies and Trusts Act), or,</li> <li>Profit and loss account, Income tax return. (if the bidder is proprietorship firm)</li> </ol>
7	Copy of PAN Card of the bidder
8	Proof of Income Tax Return for the last three Assessment years (AY 2015-16, 2016-17 and 2017-18)
9	Copy of Goods & Services tax (GST) Registration certificate
10	Copy of Food License under The Food Safety and Standards Regulations, 2011

#### 4. Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### 5. Site visit and verification of information

- 5.1. Bidders are advised/ encouraged to submit their respective Bids after visiting the Medical College and ascertaining for themselves the information regarding the same and any other matter considered relevant by them.
- 5.2. It shall be deemed that by submitting a Bid, the Bidder has:
  - made a complete and careful examination of the Tender Documents;
  - received all relevant information requested from the Authority;
  - acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Tender documents;

#### 6. Pre-Bid Meeting

To discuss the scope of work and to clarify any other issues with respect to this Tender, the Authority will hold a Pre-Bid Meeting on **09.09.2019** at 11:00 AM in the **Superintendent Chamber Jawaharlal Nehru Medical College & Hospital, Bhagalpur** Prior to the meeting, the Bidders may submit a list of queries and propose modifications, if any, to the project requirements.

#### 7. Amendment to the Tender document

- 7.1. At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender document by the issuance of Addenda.
- 7.2. Any Addendum thus issued shall be uploaded on the Authority's website.

#### 8. Submission of Bids

- 8.1. A bidder shall submit only single tender. If more than one tenders are submitted, all bids of concerned bidder shall be summarily rejected.
- 8.2. The tender should be submitted in two parts i.e. **Technical Bid and Financial Bid.**
  - 8.2.1. **Technical Bid:**
    - To qualify in the Technical bid the Bidder should have the minimum eligibility criteria as mentioned under "**Eligibility Criteria**" section and the Bidder in this regard should submit the documents mentioned under Clause 14 - "**Documents Required**".
  - 8.2.2. **Financial Bid:**
    - The financial bid shall contain the Price Bid Form **as per Annexure 1.**
    - The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.
- 8.3. The Technical Bid and the Financial Bid should be submitted in two covers; one super scribing Technical Bid and second Financial Bid. Both the envelopes are in turn to be put in another envelope. This envelope should be superscripted prominently as "TENDER FOR OUTSOURCING OF DIETARY SERVICES." All the three envelopes are to be duly sealed.

- 8.4. Each of the envelopes should be addressed to  
Medical Superintendent, Jawaharlal Nehru Medical College & Hospital, Bhagalpur
- 8.5 Unsealed, conditional tenders and tenders without Bid Security shall not be entertained.
- 8.6 Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

## 9. Bid Security

Bid Security of Rs. 05 Lacs should be submitted by means of a Bank Demand Draft prepared in the name of Superintendent, Jawaharlal Nehru Medical College & Hospital, Bhagalpur. The Bid Security of the Successful Bidder shall be returned within 7 days of submission of Performance Security and for unsuccessful bidder(s) it would be returned within 15 days of signing of the contract with the Successful Bidder. Bid(s) received without the Bid Security will be rejected.

## 10. Taxes/Duties

Rates quoted should be inclusive of all taxes as is being levied. However, in case of any future change in GST (increase/ decrease), applicable on the services offered by the Agency, the authority shall make respective adjustment (increase/ decrease) in the payments. Bidder shall pay all the statutory taxes levied by Government or Local bodies.

## 11. Right to accept and to reject any or all Bids

Notwithstanding anything contained in this tender, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

## 12. Validity of bids

Bids shall remain valid for 120 days from the date of opening of the bids.

## 13. Correspondence with the Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## 14. Documents Required

The following documents duly attested should be submitted along with the **Technical Bid**.

1	Duly filled format of Technical Bid as per <b>Annexure 2</b>
2	<ul style="list-style-type: none"> <li>• For Company - Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013</li> <li>• For Partnership Firm- Registration Certificate issued by registrar of firm under partnership act 1932</li> <li>• For Society/Trust- Certificate issued under society registration act 1860/ Indian Trust Act 1882</li> <li>• For Proprietorship firm- Certificate issued under shop &amp; Establishment Act</li> </ul>
3	Bid Security in the form of a Demand Draft as mentioned in Clause 8
4	Experience certificate/ work completion certificate of providing minimum three

	years of “dietary services “on outsourcing basis in Govt. offices/ PSUs or private hospitals (minimum 150 bedded hospital). <b>Annexure 3</b>
5	Affidavit (sworn before public notary/ executive magistrate) stating that the agency is not Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 5 years from the last date of submission of bids, and No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder. The bidder shall declare all ongoing litigations it is involved in with any government agency/ state/ central department/ PSU. <b>Annexure 4</b>
6	(c) Audited Balance sheet and; (d) Statement of: iv. Profit & Loss Account, and a copy of challan related to annual return filed with ROC and any other related financial statements (if the bidder is registered under Companies Act), or v. Income and expenditure account, Receipts and Payments account and other related financial statements (if the bidder is registered under Societies and Trusts Act), or, vi. Profit and loss account, Income tax return. (if the bidder is proprietorship firm)
7	Copy of PAN Card of the bidder
8	Proof of Income Tax Return for the last three Assessment years (AY 2015-16, 2016-17 and 2017-18)
9	Copy of Goods & Services tax (GST) Registration certificate
10	Copy of Food License under The Food Safety and Standards Regulations, 2011

All copies of documents mentioned above should be signed by the Bidder on each page. The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language in any printed document furnished by the bidder in connection with its tender may be written in any other language, provided the same is accompanied by self-attested English translation, and for purposes of interpretation of the tender, the English translation shall prevail. However, if the language of any of the printed document(s) submitted by the bidder is/are in “Hindi” language, then there is no need for providing an English translation of the same document, for interpretation.

## 15. Evaluation

### 15.1. Technical Evaluation:

A Tender Evaluation Committee shall be formed by the Authority to evaluate the submitted Bids. Bidders failing to submit relevant mandatory documents in support of having fulfilled the stipulated eligibility criteria will be summarily rejected.

### 15.2. Financial Evaluation:

The evaluation for Financial Bid shall be done for technically successful bidder.

15.2.1. Lowest Bid shall be termed as L1 and higher bids shall be termed L2, L3 & so on. (L1 shall mean the highest discount offered)

15.2.2. If the financial quote is higher/ lower than the defined financial limit mentioned in Annexure -1 (Financial Bid), the bidder would be disqualified and the tender shall be rejected.

- 15.2.3. If there is a discrepancy between words and figures, the amount in words shall be considered as valid. If the bidder does not accept the correction of the errors, his bid shall be rejected.

## **16. Award of contract**

- 16.1. **The contract shall be awarded to L-1 Bidder**, whose bid has been determined to be substantially responsive technically and commercially acceptable by the technical committee and has been determined as the lowest evaluated price bid.
- 16.2. In case of a tie, Authority shall break the tie in the following order of priority:
- 16.2.1. **Work experience:** Bidder with higher work experience of similar nature in Govt. offices/ PSUs or other private organizations. Work experience will be calculated on the basis of the total number of months for which the Bidder has been providing similar services. In case the Bidder had provided services under 2 different projects, simultaneously, both of them will be calculated and taken into consideration.
- 16.2.2. **Turnover:** Bidder with higher average annual turnover of last 3 years.
- 16.3. In case L-1 bidder denies / fails to honor the contract / LoI the authority shall be at freedom to negotiate with L2, L3... (in this order) responsive bidders with their consent to enter into an agreement with the authority to provide services at L1 rate. Also in case L1 fails to provide services within timeframe as per the purchase order, the authority shall be at freedom to procure the same from L2, L3..... (in this order) responsive bidders at L1 rate.

## **17. Intimation Letter to Successful Bidder / Notification of Award**

- 17.1. Prior to expiration of the period of Bid validity, Authority will notify the Successful Bidder ("Agency") in writing that its Bid has been accepted by issuance of Letter of Intent (LOI).
- 17.2. Within 15 days of receipt of such intimation, the Successful Bidder shall give its acceptance to the Authority and submit the required Performance Security which shall be equivalent to 10% of the annual contract value.

## **18. Signing of agreement**

The signing of agreement shall constitute the award of contract on the Successful Bidders. The agreement with the Successful Bidder shall be signed within a week of submission of Performance Security.

The Successful Bidder shall commence the service only after the signing of the contract with the Superintendent of the Medical College.

The selected Bidder shall start services within 30 days of handover of space. In case of delay in roll-out of services, appropriate penalties may be imposed in such case.

- a) Failure to start the services within 30 days of handover of premises shall lead to imposition of penalty from 31<sup>st</sup> day to 60<sup>th</sup> day, the selected agency will be levied INR 5,000 per week, for delay of every 7 days, to be appropriated from Performance Bank Guarantee submitted by the service provider, or deducted from the monthly payment.
- b) Failure to provide complete services with-in 60 days from the date of handover of premises may lead to termination of the contract, and forfeiture of the Performance Security/ Earnest Money Deposit (EMD).

## **19. Anti-Collusion**

The Bidder shall not communicate to any person other than the Authority the amount of any Bid, adjust the amount of any Bid by arrangement with any other bidder, make any arrangement with any other bidder about whether or not he or that other bidder should or should not bid or otherwise collude with any other bidder in any manner whatsoever in the tendering process until the Bidder is notified by the Authority of the outcome of the tender



exercise. Any breach of or non-compliance with this clause by the Bidder shall, without affecting the Bidder's liability for such breach or non-compliance, invalidate his Bid.

**20. Others**

- 20.1. Bidders are requested to study the terms and conditions of the tender document carefully and then submit tenders accordingly.
- 20.2. A Bidder shall submit only one application. A Bidder who submits, or participates in more than one application will cause all the bids in which the Bidder has participated to be disqualified.
- 20.3. The Tender not received on **"Two Bids"** basis, will be summarily rejected.
- 20.4. An authorized representative may remain present at the time of opening of the tender.
- 20.5. The successful Bidder/ Agency shall not at any point of time engage sub-contractors or transfer the contract total or in part to any other agency. In the event of sub-contracting the successful Bidder/ Agency is liable to termination, and black-listing for 5 years, and the performance security shall also be forfeited.
- 20.6. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 20.7. The decision of the Authority shall be final, and no enquiries, or application for review, shall be entertained. The Authority reserves the right to amend any of the conditions, if required or cancel or reject all or any bid/tender without assigning any reason

## **Annexure 1: Financial Bid**

Maximum rate = Rs. 100/- (One hundred) notified by Government of Bihar.

The quoted rate should be less than the maximum rate mentioned above.

Quoted rate = Rs.           (in figures)           per patient per day  
Rs.           (in words)           per patient per day

The above rates are all inclusive; however, in case of any future change in GST (increase/ decrease) applicable on the services offered by the Agency, the authority shall make respective adjustment (increase/ decrease) in the payments.

Date:  
Place:

Name and Designation of the Bidder:  
Signature of Bidder:  
Seal of the Bidder:

## Annexure 2: Technical Bid

<b>S. No</b>	<b>Details of the Bidder</b>	<b>Response</b>
1	Name of the Bidder	
2	Address of the registered office of the Bidder	
3	Telephone (with STD Code) and Mobile number	
4	State clearly whether it is Partnership Firm/Agency or a company or a NGO	
5	Whether the Bidder is registered, attached copy of the certificate of registration	
6	Name of the Owner(s)/Partners	
7	Details of Bid Security	
8	Goods & Services Tax (GST) Registration	
9	PAN Number	
10	TIN Number	
12	Name and Mobile Number of a Key person, who can be contacted at any time.	

Date:  
Place:

Name and Designation of the Bidder:  
Signature of Bidder:  
Seal of the Bidder:

### Annexure 3: Prior Experience

Experience during last 3 years (attach documentary proof / certificate from concerned organization)

<b>S. No</b>	<b>Name of work</b>	<b>Year</b>	<b>Agency who awarded the work</b>	<b>Contact person/ Telephone Number</b>	<b>Remarks</b>

Date:  
Place:

Name and Designation of the Bidder:  
Signature of Bidder:  
Seal of the Bidder:

## Annexure 4: Self Declaration Form

Sir,

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not blacklisted/ barred/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of GoB or by any entity of state government /or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason and from participating in Project(s) during the last 5 years from the date of submission of bids/tenders, as on the \_\_\_\_\_ *(Date of Signing of Application)*.

And that no criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against us.

And that we are hereby declaring all ongoing litigations where our promoter(s) / director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

Further, we are annexing a certified copy of the litigations with this affidavit.

We further confirm that we are aware that, our bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Place -

Yours faithfully

Date -

Signature of the bidder

Name and Designation of the bidder

(This form shall be duly filled-up and signed by the bidder & submitted along with the original copy of the Bid)

## **Annexure 5- Key terms of the Contract**

### **1. Obligations of Agency**

#### **1.1 Set up and operations**

1. The Agency shall set up, operate and maintain a hygienic kitchen in the area provided by the Authority in the hospital premises.
2. The Agency shall provide 4 meals a day to all the indoor patients according to the menu and schedule provided.
3. The Agency shall distribute the food in different wards and collect the utensils after the patients have finished their food.
4. Lunch & dinner should be served in a trolley in which the food remains hot.
5. For special cases, The Agency shall provide diet as per the instructions of the on-duty Medical Officer.
6. The Agency shall be responsible for cleaning of all utensils used in dietary services.
7. The Agency shall be responsible for cleaning and hygienic upkeep of kitchen with the help of cleaning staff and all equipment and materials.
8. The Agency shall be responsible for prevention and control of pests and rodents in the kitchen area.
9. The Agency is to ensure the safe custody all working consumables.
10. The Agency will display the menu of meals for patients in ward area and keep multiple copies of the same, which should be available to all administrative staff in the hospital and in-house patients on request. The cost of printing menus is to borne by the agency.
11. Apart from provision of space for kitchen, all responsibilities in service delivery are Agency's responsibility.

#### **1.2 HR Related**

1. The Agency shall deploy and ensure requisite and adequately trained personnel (18+ age) at the medical college as mentioned in **Schedule B**.
2. For daily supervision, the Agency shall appoint a qualified Supervisor who will ensure that the dietary work is done properly.
3. The Agency shall abide by the rules and regulation relating to various labour laws such as Minimum Wages Act, ESI, and PF etc. The authority will not be a party at any stage to any kind of dispute relating to the above.
4. Uniform and ID card should be provided to the workers and staff should wear it at all times. The Agency should provide 2 sets at the start and replace them after every 6 months.
5. The Agency is required to conduct refresher trainings of workers, every month on sanitation behaviors to be observed while providing dietary services. These trainings must be conducted in the presence of the Medical College's authorized official or his/her representative from the hospital administration.
6. Any misconduct/misbehavior on the part of the manpower deployed by the Agency will not be tolerated and such person will have to be replaced by the Agency at his own costs, risks and responsibilities immediately, with written intimation to the Hospital Administration.
7. The staff deployed by the Agency shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/

organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the Hospital has every right to remove the said person, immediately and responsibility if any to be borne by the Agency.

8. The Agency shall ensure that the person deployed are disciplined and consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act are prohibited.

## **2. Obligations of Authority**

- 2.1. The Authority shall make regular payment to the Agency as per the terms of the contract.
- 2.2. Hospital Administration will provide adequate space for kitchen along with electrical fittings and running water; the Agency cannot do any permanent construction on the space provided. All the expenses for temporary construction will be taken care by the Agency.
- 2.3. The Authority shall collect feedback regarding the services from the patients on a regular basis.

## **3. Terms of Payment**

- 3.1. The Agency needs to submit its bills for the preceding month by the 5<sup>th</sup> day of every working month in accordance with the approved rates to the competent Authority in triplicate. (Bills and requisite documents submitted after 5<sup>th</sup> day of the month will be considered for payment in the next month). The bills will be accompanied with a copy of Attendance and Performance forms. The authorized official will check the bills & forms, verify them and along with a statement of penalties to be levied based on the KPIs, and release the payments before 15<sup>th</sup> of the month. Wherever applicable, the finance cell should initiate electronic funds transfer instead of cheque payment to the Agency within the prescribed time limits.
- 3.2. In case the Agency defaults on its obligations through the Key Performance Indicators (KPIs), a penalty shall be levied as mentioned under Schedule C.
- 3.3. In case a bill submitted on time, and final payment (after deducting any applicable penalties) is not passed processed in time, (in line with Clause 3.1) despite availability of funds, interest @12% per annum shall be payable to the concerned agency, and the same shall be recovered from the concerned authority/concerned person responsible for the delay.

## **4. Review and Monitoring Structure**

### **4.1. Reporting:**

- a) The Agency shall maintain proper Log Books for the services being provided with adequate details related to services, staff availability and equipment and materials availability.
- b) These Log Books shall be verified and signed by the authorized officer/Available Doctor/ ward in-charge on a daily basis.

#### 4.2. **Monitoring:**

- a) **Daily Inspection:** The authorized person of medical college shall inspect services being provided by the Agency on a daily basis with the help of the medical college staff. The Authority I/C shall monitor services in all the three shifts with at least 8 days of direct monitoring in each shift in a month.
- b) **Weekly monitoring:** Medical College's authorized official will do the weekly monitoring on a random basis (at least 4 inspections in a month). The scope of these inspections will include but not limited to checking of the Agency's services, feedback interviews with patients and hospital staff. Findings of these inspections shall be recorded on weekly basis and shared with the Agency within 2 days of the visit.
- d) **Monthly Review Meeting:** The Medical Superintendent shall convene a monthly review meeting with the head of the Agency to review performance of the service provider. The discussion points shall be recorded and action items agreed. Copies of minutes of the monthly review meeting will be shared with the Agency within 3 days of holding the meeting. The copy of the Minutes should also be shared with the Health Department and put on the medical college's notice board.
- e) **Random Review Inspections:** Medical College/Health Department may randomly review services provided by the agency, through its representatives or Third-Party Agency (TPA). Medical College may review the performance of services through inspections/discussions with medical college's representative.
- f) **Random Food Safety Inspections:** Food Safety Officers will conduct random inspections on a fortnightly basis, to inspect quality to the food prepared, and share the report with Medical Superintendent.

#### 5. **Penalty**

In case the Agency defaults on its obligations through the Key Performance Indicators (KPIs), a penalty shall be levied as mentioned under **Schedule C**. The total penalty in a month shall not exceed 10% of the monthly invoice value.

The penalty shall be arrived at after reviewing the log books and Performance certificates, and shall be deducted from the payments in the following month. In case of exceptional circumstances, the penalty may be deducted from the performance security.

#### 6. **Performance Security**

- 6.1. The Agency will be required to deposit an amount equal to Rs. 12,00,000/- (Rs. Twelve Lacs) as Performance Security within 15 days of notification of award of contract, failing which the contract will be cancelled and awarded to the second highest bidder.
- 6.2. The Performance Security should be in the form of a Bank Draft or Bank Guarantee issued by a scheduled bank in favor of Superintendent, Jawaharlal Nehru Medical College & Hospital, Bhagalpur. If submitted in form of bank guarantee, must be in the format provided in **Annexure-6**, and valid upto 90 days beyond completion of all contractual obligations of both the parties.
- 6.3. **Appropriation of Performance Security:** In the event of the Agency being in default of the due, faithful and punctual performance of its obligations under this Agreement during the Contract Period or owing any sums whatsoever to the Authority under this Agreement or in the event of there being any claims or demands whatsoever which may at any time be made or have been made on behalf



of the Authority for or against the Agency under this Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant or delinquent amounts from the Performance Security towards Damages as per the terms of this Agreement.

- 6.4. Performance Security will be refunded within 90 days of expiry of the Agreement.
- 6.5. The Agency shall not get any interest on security money deposited. If the Performance Security is not refunded within 90 days of the expiry of the contract, an interest of 5% p.a. shall be payable by the Authority to the Agency for the delay.

## **7. Force Majeure**

- 7.1. Neither party shall be liable for any failure or delay in performance to the extent said failures or delays are in the nature of Acts of God including floods, fires, earthquakes, wars, riots, acts of governments occurring without its fault or negligence or the effects of which persist despite reasonable efforts undertaken by the party unable to perform to mitigate the effects, and such party does everything reasonably possible to resume its performance.
- 7.2. A party affected by an event of force majeure shall give the other party written notice, with full details as soon as possible and in any event not later than three calendar days of the occurrence of the cause relied upon.

## **8. Dispute Settlement**

- 8.1. Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.
- 8.2. If the parties fail to resolve their dispute or difference by such mutual consultation within thirty days of its occurrence, the same shall be referred to the Principal Secretary, Health Department, who will nominate an Executive who/which shall then scrutinize the claims/disputes that have been referred and make efforts for amicable settlements by mutual discussions/negotiations.
- 8.3. If the parties fail to resolve their dispute or difference by such mutual consultation within sixty days of its occurrence, then, either the Tender Inviting Authority or the Service Provider shall give notice to the other party of its intention to commence arbitration as agreed. The Arbitration proceedings shall be conducted at Patna Bihar, India, under the Arbitration & Conciliation Act, 1996 and amendments thereafter.

## **9. Modification of contract**

The Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No supplement, amendment, or modification of the Agreement shall be binding unless it is in writing and signed by the two parties.

## **10. Event of Default**

It shall be an Event of Default if:

- 10.1. The Agency or its employee fails to comply with any of the obligations listed out under this Agreement
- 10.2. Any representation or warranty made by the Agency under this Agreement found to be incorrect in any material respect
- 10.3. This Agreement becomes unlawful or is declared void

## **11. Termination**

- 11.1. Without prejudice to any other rights and remedies, on the occurrence of an Event of Default, the Authority may terminate this agreement immediately on giving written notice to the Agency, if such Event of Default is not remedied within 20 days of receipt by the Agency a notice in writing specifying the breach required to be remedied.
- 11.2. If the Agency fails to provide satisfactory service despite several notices, the Agreement can be terminated by the Authority by giving one month notice.
- 11.3. Either party may terminate the agreement without assigning any reason by giving a ninety days' notice.
- 11.4. In the event force majeure event continues for thirty (30) days or more, the non-affected party shall have the right to terminate the Agreement by issuing a Termination Notice
- 11.5. Upon termination of the Agreement, the Agency shall vacate the premises and withdraw its services and staff.

## **12. Covenants**

- 12.1. Agency shall ensure compliance with all applicable laws, rules and regulations, guidelines or policies for the performance of obligations under the Agreement.
- 12.2. Agency shall be responsible for any existing government charges, taxes, liabilities or fees or any personnel taxes and shall indemnify and hold harmless the Authority for any liability in this connection.
- 12.3. Other than as may be permitted by the Agreement, Agency shall not disclose, use or share any data/information/record, etc. with respect to the medical college where it is providing services and shall treat all information as confidential.

## **13. Limitation of Liability**

- 13.1. Nothing herein shall impose any liability upon the Authority in respect of any defects/death arising out of the acts, omissions, commissions, negligence or defaults on part of the Agency, its employees, staff and/or agents for any failure by the Agency in carrying out their roles and responsibilities mentioned in the Agreement.
- 13.2. The Agency shall be responsible for due compliance with all the applicable Central, State, Municipal and Local Statutes, Rules and Regulations made there under with respect to the objectives contemplated herein. Any penalty fees levies or the likes if any imposed by any authority due to any non-compliance shall be solely to the account of the Agency and will not be borne by the Authority.
- 13.3. The Authority will not be responsible for any loss or damage that third parties may suffer to due events such as fire, flood, storms, earthquakes, accidents, etc.

## **14. Indemnity**

- 14.1. Agency shall indemnify Authority on demand, against any loss, destruction, or damage to any property or any loss, injury, or death of any person caused by the negligent act or omission or willful misconduct of Agency or its employees or agents.
- 14.2. Agency shall indemnify Authority on demand, against all claims, costs, demands, allegations, charges, expenses and liabilities of whatsoever nature arising out of or in connection with any claim arising out of Agency's performance of its obligations under the Agreement.

## **Annexure 6 - Format for Performance Bank Guarantee**

Ref: Bank Guarantee No.:      Date:

To

The Superintendent,

Jawaharlal Nehru Medical College & Hospital,  
Bhagalpur

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Contract dated ..... 2017 (hereinafter referred to as "the Contract") to provide dietary services at Jawaharlal Nehru Medical College & Hospital, Bhagalpur under Public Private Partnership Model, for the Jawaharlal Nehru Medical College & Hospital, Bhagalpur

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Nationalized / Scheduled Commercial Bank for the project/performance of providing dietary services at medical college as per the agreement.

WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Jawaharlal Nehru Medical College & Hospital, Bhagalpur the Guarantee:

Therefore, the Bank hereby agrees and affirms as follows:

- 1) The Bank hereby irrevocably and unconditionally guarantees the payment of INR \_\_\_\_\_ to \_\_\_\_\_ under the terms of their Agreement dated on account of full or partial non-performance / non-implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards Jawaharlal Nehru Medical College & Hospital, Bhagalpur under this Guarantee shall not, under any circumstances, exceed in aggregate.
- 2) In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Jawaharlal Nehru Medical College & Hospital, Bhagalpur stating full or partial non-implementation and/ or delayed and/or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to medical college any and all sums demanded by the medical college under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from medical college to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr. ....
- 3) This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 15 months from the date of its execution.
- 4) The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
  - a) Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
  - b) Any breach or non-compliance by the bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between bidder and the Bank.

- 5) The Bank also agrees that Jawaharlal Nehru Medical College & Hospital, Bhagalpur at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against vendor and notwithstanding any security or other guarantee that Jawaharlal Nehru Medical College & Hospital, Bhagalpur may have in relation to the bidder's liabilities.
- 6) The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of Jawaharlal Nehru Medical College & Hospital, Bhagalpur or any other indulgence shown by Jawaharlal Nehru Medical College & Hospital, Bhagalpur or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
- 7) This guarantee shall be governed by the laws of India and only the courts of Patna, Bihar shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the ..... Day of ..... 2017

Witness

(Signature)

(Name)

Bank Rubber Stamp

(Official Address)

Designation with Bank

(Signature)

(Name)

### Schedule A -Dietary Services

Meal	Timing	Food Item	Quantity
Breakfast	7 am to 9 am	Bread	06
		Egg/Apple	01
		Milk	200ml
		Seasonal Fruit	01
Collection and cleaning	9am to 10 am		
Lunch	12 pm to 2 pm	Roti	3 pieces
		Rice	125 grams
		Pulse	50 grams
		Vegetable	100 grams
		Curd	50 grams
Collection and cleaning	2 pm to 3 pm		
Snacks	4 pm to 5 pm	Biscuits	2 pieces
		Tea	1 cup
Collection and cleaning	5pm to 6pm		
Dinner	7 pm to 9 pm	Roti	4 pieces
		Pulse	50 grams
		Vegetable	100 grams
Collection and cleaning	9 pm to 10 pm		

**Note** - The menu is to be displayed on a notice board in every ward.

The numbers provided above are subject to changes as per the requirements of the medical college. These should conform to the Government of Bihar guidelines in this regard from time to time.

### Schedule B - Manpower Requirement

<b>S. No</b>	<b>Staff Category</b>	<b>Numbers for Medical College &amp; Hospital, Bhagalpur</b>
1	Cook	2
2	Kitchen helper	4
3	Cleaner for Kitchen/Collector of plates	
4.	Food Server through trolley.	6
	<b>Total</b>	<b>12</b>

### Schedule C – Performance Matrix

<b>S. No</b>	<b>Performance Indicators</b>	<b>Expected Level</b>	<b>Measurement protocol</b>	<b>Penalty in case of non-compliance</b>
1.1.	Number of grievances/ complaints by patients on quality of dietary services	Less than 10% of the total feedback forms filled in a month	Inputs from feedback forms to be collated by college's authorized official on a weekly basis and communicated to the Agency	1% of the total monthly invoice
1.2.	Percentage of in-patients served	100%	Daily inspection and random checks by authorized official on duty doctor/ ward in-charge	1% of the total monthly invoice
1.3.	Staff availability	100%	To be verified from daily Log Book / attendance register	Rs. 200 per staff per day of absence
1.4.s	Availability of operations and maintenance equipment (brooms, stove, ladle, cooking pots, pans)	100%	To be verified by daily inspection and random checks by authorized in-charge/ ward in-charge	1% of the total monthly invoice
1.5.	Cleanliness of the kitchen premise	Daily brooming and mopping of the kitchen; No leftover food strewn in the kitchen. Utensils and appliances to be cleaned after use.	Daily inspection and random checks by authorized in-charge/ ward in-charge	5% of the total monthly invoice

**Schedule D – Attendance Record**

Format for Attendance Certificate – to be kept with Authorized Official of Medical College

<b>Name of the medical college:</b>		<b>Month:</b>	
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Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	-
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Staff Name 1																
Staff Name 2																
Staff Name 3																

**Name of the Agency’s Representative**

**Signature**

**Name of the Authority’s Representative**

**Signature**

*Note: In case of temporary replacement staff, note the staff name in remarks column. Also mention the duration of the temporary replacement.*

<input type="text"/>	Employee’s Signature
<input type="text"/>	Authority representative’s Signature



**Schedule E – Equipment/Material Availability**

**Equipment/Material Availability**

<b>Name of the Medical College:</b>		<b>Month:</b>	
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EQUIPMENTS	DATE															Authority's Representative's Sign
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
<b>Equipment 1</b>																
<b>Equipment 2</b>																
<b>Equipment 3</b>																
....																
....																
<b>Remarks</b>																

*\*The final log book format to be developed by the authorized official in-charge (Authority's representative)*