

Government of West Bengal
Office of the Chief Medical Officer of Health
5 D.L.Roy Road, Krishnagar, Nadia

Notice Inviting Tender-1/2011/12

Memo No.- 6338

dt.- 11/11/2011

Tender Notice No.-1/2011-12

Sealed tenders are hereby invited from empanelled contractors/suppliers for supply of cooked diet in Government Hospitals in Nadia District.

Sl. No.	Name of the Hospitals	No. of beds	Category of Hospitals
1.	District Hospital, Nadia	700	B
2.	Ranaghat Sub-divisional Hospital, Ranaghat	171	C
3.	Tehatta Sub-divisional Hospital	100	D
4.	Santipur State General Hospital	131	D
5.	Nabadwip State General Hospital	125	D
6.	Chakdaha State General Hospital	100	D

Last date of application for Tender form	Last date of submission of sealed tenders	Date of opening of Tender
28/11/2011 up to 11.00 A.M.	On 28/11/2011 up to 11.00 A.M.	28/11/2011 at 12.00 Noon at the Office Chamber of the C.M.O.H, Nadia

For details please go through the terms and conditions annexed herewith. For further queries please contact at the Office of the Chief Medical Officer of Health, Nadia.

Mallik
11.11.11
Chief Medical Officer of Health
Nadia S. Chandra

Memo No.- 6338/1(12)

dt.- 11/11/2011

Copy forwarded for information & taking necessary action to:-

- 1) The Sabhadhipati, Nadia Zilla Parishad
- 2) The District Magistrate, Nadia
- 3) The Superintendent of Police, Nadia
- 4) The D.I.C.O, Nadia
- 5) The Superintendent, District Hospital, Nadia
- 6) Notice Board of this Office,
- 7) The Superintendent/BMOH.....Hospital/ BPHC, Nadia

-1*

*NO. 6338/1
11.11.11*
Chief Medical Officer of Health
Nadia S. Chandra

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Terms and Conditions for Cooked Diet Tender

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Date of issue August 2011

Health and Family Welfare Department Government of West Bengal Swasthya
Bhawan, GN 29 Sector V, Salt Lake, Kolkata 700 091

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Eligibility Criteria for Participating in the Tender

All the criteria are essential and must be met for being successful in the technical bid.

1. The bidder must be empanelled with the Department of Health & Family Welfare as an eligible contractor for the supply of cooked diet in Government hospitals.
2. The bidder must be empanelled for the district for which he/she is placing the commercial bid
3. The bidder must be empanelled for the class of hospital for which he/she is placing the commercial bid

Annexure C

(General Terms and Conditions)

1. Only tenderers who have been empanelled as suppliers for cooked diet with the Department of Health & Family Welfare shall be eligible to participate in the tender.
2. The tenderer submitting tender would be deemed to have considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
3. The tenderer should read the General & Special Terms and Conditions and give their acceptance to that effect.
4. The period of the contract will be as per the tender notice with the provision of extension from time to time, at the same terms and conditions, including the rates, provided the performance of the successful bidder has been satisfactory.
5. The bid documents are to be collected from the Office of the Tender Inviting Authority of the respective district during office hours on all working days during the period as advertised; on payment of Rs 500/- (Rs Five hundred only) in TR form 7 under the head of account 0210-01-800-other receipts-001- collection from miscellaneous service fees-14-service fees (14 digit code 02100180000114)
6. The bid documents are not transferable.
7. The bidder must satisfy all the conditions as required under the eligibility criteria
8. Delivery of the tender
 - a. The bidding will be done on a two bid method. The bidder should ensure that the bid is made only for the district and class of hospital for which he/she has been empanelled and an attested xerox copy of the empanelment certificate is enclosed in a sealed cover and the commercial / price bid is sealed in separate cover and both the envelopes are kept and sealed in a suitable size cover which is addressed to the Chairman Diet Tender Selection Committee superscribed in block letters with "Tender for the Supply of Cooked Diet to indoor patients of _____ Hospital/s with the tender number and name. The technical bids and price bids should be separately superscribed.
9. The tender should be duly filled in all respects and signed. The tenderer should quote in figures as well as in words the amount quoted by him. Alteration, if any, should be attested by the tenderer under his full signature, and seal otherwise the tender shall be treated as invalid tender.
10. The tenderer or his/her authorized representative should duly sign each page of the entire tender documents personally. The tender should ensure that the amounts are written in such a way that interpolation is not possible. No space should be left blank.
11. The successor / heirs in office will be responsible for the liabilities created by the bidder in respect to the manpower, services etc. offered by bidder.
12. The bidder will be solely responsible for the activities if found fraudulent for cheating or swindling the money by way of advance payment or breach of terms and conditions.
13. The bidder will be responsible by abiding itself by the national law including rules relating to manpower, services etc. offered by the bidder.
14. The bidder will be under obligation to intimate to the CMOH of the concerned district in advance about the assistance to be extended by the CMOH/ Superintendent of the hospital without involvement of expenditure to the hospital authorities or at the cost of the bidder in connection with the process of erection, installation and commissioning or providing services.
15. The offers should be submitted within the scheduled time limits and delay if any occurred in submission on account of any reason, whatsoever, shall not be condoned and such delayed offers received late shall be rejected.
16. The bidder or his authorized representative will be entitled to participate in the tender opening process to take note of the proceedings of disclosure.
17. Failure to fulfil any of the conditions given above shall render the tender for rejection.
18. Annulment of empanelment

- i. When a bidder whose tender has been received on behalf of the Tender Inviting Authority intimates the Chairman, Diet Tender Selection Committee that he is not willing to abide by the terms of the tender, or, intends to or withdraws the tender after submission
- ii. When a bidder whose tender has been accepted fails,
 1. to execute an agreement in such form as given in Annexure E in respect of all goods or materials for which the tender is accepted within 10 days of such acceptance is made known to him and/or
 2. to deposit the security Deposit as per Clause 18 of General Terms and Conditions.

In such a condition, the empanelment of such bidder shall be annulled and the offer may be given to the next lowest eligible bidder or the whole tender process cancelled and fresh tenders called for. The annulled tenderer will not be eligible for participation in the fresh tenders.
- iii. Further the tenderer undertakes, if his tender is accepted, to enter into and execute when called upon to do so, an agreement as given in Annexure E with such modifications as agreed upon and unless and until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between the Hospital Superintendent and the contractor.

19. Security Deposit

- a. 5% of the total value of total diet supplied during previous financial year shall be deposited by the successful bidder as security deposit within 10 (Ten) working day of issue of acceptance letter
- b. The security deposit will be refunded on the end of the contract period and its extensions thereof provided the work done by the successful bidder has been satisfactory and no complaints are pending.
- c. No interest will be offered on the security deposit.
- d. The security deposit will be forfeited
 - i. on the unsatisfactory performance of the successful bidder
 - ii. if the contracted work in part or whole has been sub contracted, outsourced, sublet to any other person, organisation or entity who/which is not under the direct employment/control of the successful bidder
 - iii. in case of failure to prepare the diet of the patients within the designated time the Superintendent of the affected Hospital shall make alternate arrangement by engaging other diet contractor at the cost of the successful bidder, and apart from that the successful bidder shall also pay damages which the Superintendent was made to pay to any person who suffer the damages due to such disrupted services. This shall be deducted from the security deposit.
 - iv. In case the premises of the kitchen and other areas are not vacated in proper condition (as was taken at the start of the contract period) at the end of the contract period
 - v. In case all personnel employed are not offered employment elsewhere and provision of no liability on this account is not offered to subsequent successful tenderer.
 - vi. if it is discovered on a later date that fraudulent means have been employed to bid successfully for the tender. This includes supplying false documents/certificates, supplying false information, wilfully suppressing facts, manipulating the tender process by forming cartels, preventing fair competition by restricting participation by others and benami participation. Such bidders and their principals shall be blacklisted for a period of five years from the date of the present tender.
 - vii. Non execution of agreement within the defined time period

20. All costs for preparing the Memorandum of Agreement will be borne by the successful bidder.

21. Process of selection of successful bidder

- a. The Tender Inviting Committee will through public notice invite tenders for supplying cooked diet to admitted patients in respective hospitals.
- b. The intending suppliers who have been empanelled with the Department of Health & Family Welfare as cooked diet suppliers shall procure the tender papers along with the terms and conditions on payment of the requisite fees from the office of the Tender Inviting Committee

- c. After ensuring to meet all the eligibility criteria with respect to their district of empanelment and class of hospital, intending suppliers shall submit the filled up application form along with all enclosures -technical and commercial. The bids are to be dropped within the prescribed date and time. Any extension will be allowed only by the Tender Inviting Committee.
 - d. The technical bids will be opened in the office of the Tender Inviting Committee at specified time and place. The bidder or his authorised representative may be present during the opening of the tender. Only one person per bidder will be allowed entry.
 - e. Only those bidders who have met all the essential criteria of being empanelled for that particular district and type of hospital and have submitted the requisite documents shall be deemed to have qualified in the technical bid by the Tender Selection Committee and shall be identified.
 - f. The financial bids of only these identified technically qualified bidders will be considered as valid and only they will be opened. The financial bids of those bidders being unsuccessful will not be opened and will be rejected.
 - g. The rates to be quoted by the bidders will be limited between Rs 43.82 which is the cost of raw materials including cooking gas and Rs 49.07 which is the cost of raw materials, cooking gas and Cost of manpower, all other expenses including but not limited to incidental expenses, equipment capital costs, depreciation, electricity & water charges, handling and conveyance charges, sundries, and profit margin.
 - h. The commercial bids of the identified successful technical bidders will be evaluated based on the criteria of offering the lowest rate in between Rs 43.82 and Rs 49.07 for supplying specified amount of cooked adult full rice diet as given in the schedules in Annexure A. The bidder offering the said lowest rate will be selected to supply the adult full cooked diet as per the prescribed diet schedule.
 - i. **Separate rate for supply of paediatric full diet, paediatric diet, diabetic diet fluid diet, admission diet etc need not be quoted by the bidder. The accepted rate for supplying these diets will be calculated on pro rata basis on the quoted rate for adult full rice diet by the concerned successful bidder**
 - j. In case of a tie, the successful bidder will be decided by the draw of lots.
 - k. The decision of the Tender Selection Committee shall be final and binding in all respects
 - l. On getting the acceptance letter from the Tender Selection Committee, the successful bidder shall deposit the Security deposit and make arrangements for complying the other terms and conditions/special terms and conditions as laid down in the tender document with the prescribed time frame.
22. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Contracting Office/Hospital authorities for inferior works as determined by the Hospital Superintendent and in case all payments have been made to the Contractor for this work, this amount will be deducted from any sum due to the Contractor
 23. Operational guidelines- The Principal Secretary DoH&FW, The Director of Health Services, The Director of Medical Education or their authorised representative shall make the operational guidelines as and when required and they shall be followed from the date of issuance of the order.
 24. Exit Clause- If the successful tenderer wishes to discontinue his services after completion of six months of the contract, due to any reason, he may do so after providing a written notice of ninety days to the Chairman Dist Tender Selection Committee. An exit fee of Rs Two Thousand shall be deducted from the security deposit.
 25. The Chairman of the Diet Tender Selection Committee reserves the right of cancellation, adding, reducing or deferring the tender in total or partially without assigning any reason thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the earnest money deposit without any payment of interest.

Annexure D

Special Terms and Conditions

1. PREPARATION OF COOKED FOOD

- a. The food items are to be prepared as per the diet scales and diet indent.
- b. A diet menu will be prepared by the Hospital Superintendent. The diet menu is to be followed with respect to the type, variety and actual nature of the cooked food to be supplied to the patient. The diet menu shall contain the specifics of the food to be actually served.
- c. If the food supplied is deficient with respect to the diet menu, diet scale and /or diet indent, it will imply that the patient will be getting less food than what is meant to be supplied. This will not be tolerated. The diet contractor in this case will be penalised by the deduction of Rs 10/- (Rs Ten) per meal supplied in deficient condition from his daily diet bills. Increase in market prices will not be a justification of decreasing the quantity or quality of diet of the patients.
- d. All raw food materials are to be thoroughly cleaned in hot clean water prior to cooking. All vegetables are to be washed prior to dicing. Potatoes should be fully peeled before cooking.
- e. Though the use of spices shall be the bare minimum, care should be taken to ensure that the food prepared is palatable and easily digestible.
- f. The daily diet chart/menu prepared by the hospital authorities is to be followed.
- g. Pasteurized, homogenized, double toned milk is to be procured in sealed pouches and supplied to the wards in pouches for distribution to patients. If specified by the Superintendent, the milk is to be taken out from the pouches in the kitchen/ward pantry and boiled prior to supply.
- h. All food materials should be fresh and of the specified size and quantity as given in the diet schedule.
- i. All food supplied should conform to all the provisions of Prevention of Food Adulteration Act and Rules.
- j. The raw materials as well as the cooked food will be regularly checked by the person/persons authorised by the Superintendent and all condemned materials are to be disposed forthwith and replacements be made available for the patients without delay.
- k. All condiments and cooking medium used should be procured in sealed and branded packets/tins/ containers and conform to Agmark Grade 1.
- l. Rice supplied should be IR 36 grade or superior.
- m. Vegetables and fruits supplied should be purchased fresh and stored appropriately in refrigerators and cold room which will be procured by the contractor at own cost. A different vegetable should be cooked on each day of the week. No vegetable (except potatoes) is to be repeated in the space of a week. Repetition, if not provided for in the diet menu, will entail deduction of Rs 2.50 per meal from the diet bill for that day.
- n. The cooked food is to be taken to the wards in covered trolleys in a hygienic manner ensuring that no contamination occurs during transport. The food at the time of supply should be hot and palatable. The trolleys will be supplied by the contractors.
- o. The timings and places of the diet distribution shall be given by the hospital Superintendent to the contractor and these instructions are to be strictly followed. Penal measures will include deduction of 5% of billed amount for each meal served late if occurs more than 1 (one) occasion per week.
- p. Provision for supplying admission diet to newly admitted patients round the clock should be made by keeping adequate stocks of the required materials in hand at all times. Staff should also be available for accepting the indent providing the admission diet to the wards.
- q. The contractor will provide all utensils for cooking, serving, carrying, storage and distribution of the cooked food. He will also provide the patients with good quality utensils for eating the

served meals from. The quality of these utensils will have to be approved by the Superintendent and they will have to be changed if damaged/defaced due to wear and tear. 10 (Ten)% of the daily diet bill will be deducted if food is not carried hygienically or served in unclean/unserviceable utensils and the amount will be used by the Superintendent to make alternate arrangements for replacement of trolleys or utensils, till all the offending articles are changed.

- r. The responsibility of the procurement and maintenance of the food trolleys, utensils, cooking implements and cooking ranges/ovens shall lie with the contractor who shall provide for replacements as and when required or when directed by the Superintendent. If however, the hospital authorities provide any utensil, cooking implement, food trolley or any such other equipment, the contractor shall prior to taking them over, prepare a list indicating the actual present condition of the items and on termination of the period of contract hand them over in same condition. During period of use necessary care to prevent damage shall be taken otherwise the damaged goods have to be replaced with similar items at contractor's own cost.
- s. The hospital authorities will provide adequate covered space within the hospital campus for the preparation of food. Provision for electricity and water shall also be made. However, all costs incurred on account of electricity and water consumption shall be paid by the contractor.
- t. The fuel used shall be LPG, the ovens and cylinders have to be procured by the successful bidder at their own cost. There will be no escalation of rates if rate of LPG cylinders is increased. Fire licences are to be obtained by the contractor at his own cost from the appropriate authority as may be required for the operation of LPG ovens. However, at the end of the contract period, the contractor will be at liberty to take possession of the ovens, cylinders and other materials procured by him at his own cost.
- u. The successful bidder will have to make all arrangements at own cost for using LPG exclusively for the cooking within 30 days of starting the work. If this is not done, 10% of the daily diet bill will be deducted as a penal measure for each day the diet are cooked not using LPG.

2. EMPLOYMENT OF MANPOWER

- a. THE CONTRACTOR SHALL DEPLOY ADEQUATE MANPOWER WITH APPROPRIATE SKILLS TO CARRY OUT THE FOLLOWING JOBS :
 - i. To collect the indents/diet requisitions from the wards at a designated time
 - ii. To prepare and cook the food items as per the requirements/indents
 - iii. To provide clean drinking water and cooked food to the patients in the wards at the designated times. The food items required by the patients will be as per the indent of the Dietician/Nursing Staff/ Staff authorized by the Superintendent of the hospital.
 - iv. To clean the tables, furniture items, floors and work areas of the kitchen and all pantry areas of the wards prior to and after completion of the patients taking their meals.
 - v. To clean the dishes in which the meals will be taken with clean hot water and eco friendly branded dish washing powder/soap/liquid prior to serving the meals. The dishes are to be handed to the patients in clean condition after hygienic transport from the kitchen/wash area.
 - vi. To collect and wash the used dishes with clean hot water and eco friendly branded dish washing powder/soap/liquid prior to storage for serving the next meal. In hospitals where more than 500 patients are served during a meal, dishwashers should be installed by the contractors at own cost. The cost of running and maintenance of the dishwashers will be borne by the contractors themselves.
 - vii. To collect the food waste from the ward areas after the meals have been consumed by the patients and dispose the same along with the kitchen waste. The waste shall be collected when the used dishes are being collected.
 - viii. To dispose the kitchen wastes and ward food wastes regularly in a plastic garbage bags which will be obtained by the contractor at his own expenses. The place and mode of disposal will be as per the instructions of the Hospital Superintendent. Before use of such bags, the approval of person authorized by the Superintendent shall be obtained by the Contractor. The contractor shall ensure that adequate stock of garbage bags is maintained by him.

- ix. The personnel supplying food to the patients should be literate to read the diet requisition/ diet orders from the diet slips

3. RESPONSIBILITIES OF THE CONTRACTOR

- a. The contractor shall ensure that all terms, specifications and conditions as given in the contract document are being met. This shall include the spending of the minimum amount as prescribed by the appropriate authority on procurement of raw materials. The hospital Superintendent shall be at liberty to check the book of accounts of the successful bidder to ensure this is being followed.
- b. Adequate number of personnel with required skill set should be posted so that the proper quality of cooked food in desired quantity reaches the patients in the wards at the designated time. Persistent delay in serving meals (on more than 1 [one] occasion a week) will entail deduction of 5% of the diet bills for each of the meals served late.
- c. If at any stage, it is found that the work is not being executed as per detailed specifications and special conditions as per contract, it will be the duty of the Contractor to remove all such works from the work site and make them good. The entire cost so incurred shall be borne by the Contractor. The detailed specifications, special conditions are part of this contract.
- d. The employees of the contractor shall be in neat uniform and at least two sets per year should be supplied by the contractor. (Uniform: 2 sets of uniform (colour of uniform will be decided by the Hospital Superintendent) both for male and female will be provided by the contractor to the staff deployed by him. The uniform should include cap, shirt, pant/sari, blouse, safety shoes/chappals, hand gloves as may be acceptable to authorities. Wearing of uniforms with I-card is mandatory. Penalty will be levied for non-compliance of this. 10 (Ten) % of the daily billed amount will be deducted for each day all staff are not wearing full uniform and having identity cards.
- e. The contractor shall issue the identity card after approving from the Superintendent, for the employees engaged by him and their name plates should be exhibited on the uniform.
- f. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made on this part. The Contractor shall indemnify the Hospital Authorities from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor.
- g. It will be the sole responsibility of the Contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract .
 - i. Employment of Children Act
 - ii. Workmen Compensation Act
 - iii. Employment of Labour / Contract Labour Act
 - iv. Industrial Employment Act
 - v. Contract Labour Abolition and Regulation Act 1970
 - vi. Minimum Wages Act
 - vii. Employee Provident Fund Act
 - viii. Any other act or legislation which may govern the nature of the contract.
 - ix. Any other law or act or rule as may be in force and made applicable to the workmen / supervisor / other persons as may be deployed by the Contractor for carrying out the assigned jobs involving use of skilled, semi-skilled or unskilled workers.
- h. Any liability arising on the Hospital authorities due to the activities of the contractor shall be deducted from the bills of the Contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the Contractor.
- i. There would be no liabilities towards the workers of the Contractor by the hospital authorities or the successful bidder for the next contract. The contractor shall make arrangement for the absorption of all his staff at other establishments run by him. Failure to do this will entail deduction of security deposit and blacklisting of the firm and its principals for a period not less than five years from the date of end of contract period
- j. The Contractor is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer nominated by the Superintendent of the Hospital from

- time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of his work order.
- k. The contractor shall provide adequate number of supervisors to supervise the work and they will be available in the campus from the period breakfast is being prepared till the last patient for dinner has been served
 - l. The Contractor shall be liable to pay compensation for any loss and damage caused to the property of the Hospital or its patients by the Contractor or his workers
 - m. The Contractor shall personally be responsible for the conduct of his staff and in case of any complaint against any staff, Contractor will be under obligation to change the worker when instructed by authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The Hospital authorities will not hold any responsibility with regard to staff on the rolls of the contractor whatsoever
 - n. The Hospital authorities shall not be responsible for any loss, breakage or theft of Contractor's material for which he has to make his own arrangements for storage.
 - o. The Hospital authorities shall not pay any compensation in respect of any injury or death caused to the workers of the Contractor. It will be the sole responsibility of the Contractor under the applicable law / rules
 - p. The Contractor shall pay wages to the workers employed by the Contractor latest by 7th positively every month by cheque/cash along with payment slip as per Central Labour Enforcement Authority regulations.
 - q. The Contractor shall ensure the health of the workers engaged by him and shall carry out periodical (6 monthly) medical check-up of workers engaged by him and shall bear all expenses for this including treatment to be given to workers, if any. The contractor shall produce proof of each employee engaged by him about proper medical fitness regarding their health status. All food handlers should be declared free from
 - i. carrier status of Salmonella
 - ii. Tuberculosis
 - iii. Carrier status of ova, parasites and cysts in stools.
 - r. The Contractor will ensure and arrange for taking daily attendance in shifts of his workers. Provision should be made by the contractor to provide additional staff when anyone goes on leave/day off.
 - s. Disciplinary action will be taken against the staff engaged by the contractor for their non-compliance of work, indecent behaviour etc.
 - t. The contractor or his representative shall daily report to Officer nominated by the Hospital Superintendent to supervise the work under the contract and take instructions every day from him for the work on a book / register maintained by the Contractor exclusively for the purpose. He shall preserve the said book and produce the same when asked.
 - u. The Contractor / his representative should approach the officer nominated by the Hospital Superintendent if he needs any instructions, help or has any difficulties.
 - v. Facilities provided under the contract should not be used for any other purpose. Failure to comply will lead to cancellation of the contract and forfeiture of security deposit.
 - w. The Contractor running the kitchen shall not supply or permit any employee to consume or supply intoxicating drinks and/or tobacco of any kind or form in the said premises. No sub-lease of the premises or sub-contract will be allowed, including provision of housing for staff/non staff.
 - x. The premises allotted to the contractor for the purposes of the tender will be used exclusively for the works as mentioned in the work order. The premises will not be used for any other purposes including preparation of food for other persons, hostels, canteens/ patients of other hospitals, storage of materials for other contracts or any such activity. If the contractor is found to indulge in these activities, his contract will be cancelled forthwith and security deposit forfeited.

4. PAYMENT CONDITIONS

- a. The first bill shall be paid only after
 - i. The Security Deposit has been paid,

- ii. the Memorandum of Agreement has been signed,
 - iii. all staff have been provided with uniforms and identity tags and are using them
 - iv. Medical certificates of all food handlers of all staff have been provided to the Superintendent
 - v. Written Job responsibilities of each staff has been provided to the Superintendent
 - vi. List of hospitals equipment handed over to the contractor with present condition has been made and the goods received as is where is by the contractor or his authorised representative.
 - vii. Cooking of all diet is done using LPG exclusively.
- b. Bills will be drawn by the contractor in the Hospital Superintendent prescribed format and presented with the diet indent slips and other enclosures as instructed by the Hospital Superintendent. Bills will be prepared and presented monthly within the time scale as prescribed by the Hospital Superintendent. Bills will have to be countersigned as required.
- c. The Superintendent shall endeavour that the backlog of bills are kept at the minimum. However, non payment of bills shall not be an excuse for deficiencies in diet supply as at the time of the tender the tenderer was to keep a cash reserve equivalent to four months diet bills in hand.
- d. Penal Deductions will be made as follows:
- i. 10% of daily billed amount if any staff is found not wearing uniform and identity tags after 1 month of starting of contract
 - ii. 10% of daily billed amount if food is transported in unhygienic trolleys or served in unclean/unserviceable utensils
 - iii. Rs 2.50 per meal if vegetables (except potatoes; bitter gourd and cucumber for diabetics) which are repeated more than once in a week, unless specified in weekly diet schedule prepared by the Hospital Superintendent
 - iv. Billed amount for food materials found to be of a inferior quality or quantity as given in the supply order/contract if detected during supply or subsequently at a later date
 - v. 5% of billed amount for each meal served late if occurs more than 1 (one) occasion per week
 - vi. Rs Ten from the bill of each meal if the meal is served deficient in respect to the diet menu, diet scale and/ or diet indent and the patient has been deprived of the required level of nutrition as was to be provided to him/her.
 - vii. 10% of daily diet bill for each day the diet are cooked not using LPG exclusively, after the expiry of 30 days of starting the contract
 - viii. For penal deductions the following mechanism will be followed
 - 1. The Superintendent will issue a show cause to the Contractor regarding the deficiency in service detected along with the proof for the same, if available. The amount of money proposed to be deducted is to be mentioned in the show cause letter.
 - 2. The contractor should reply to the show cause letter within seven working days of receiving it citing the specific reason for not effecting the penal deduction
 - 3. If the defaulting contractor is unable to provide a suitable explanation for the deficiency as given in the show cause letter within 7 working days/ or the Superintendent is not satisfied with the explanation provided, another letter is to be sent to the contractor intimating that the reply to the show cause was not satisfactory while mentioning the amount to be deducted along with the month from whose bill the deduction will be made.
 - 4. The accounts section should be intimated to make the deductions as specified.
 - 5. All letters are to be sent to the official address of the contractor in the district by Registered/ Speed Post.
 - 6. The decision of the Superintendent will be final and binding in this respect.
- e. Permissible taxes will be deducted from the bills and certificate will be issued by the Hospital Superintendent.
- f. Service Tax: The Government will pay the service tax at the prevailing rate on the service charge levied to the selected contractor. The contractor will add service tax at the prevailing rates on the service charge to the diet bill when presenting the same, and this service tax amount will be paid by the Hospital Superintendent. However, prior to presenting the next bill, the diet contractor shall provide documentary evidence to the Hospital Superintendent that the

Service Tax collected in the previous bill had actually been deposited with the appropriate government service tax authorities.

5. COMMENCEMENT OF WORK

- a. The Contractor will be required to deploy the manpower and start the work from the date of award. In case it is found that the work has not been taken up within seven days from the date of acceptance of the tender or issue of the work order, the Tender Selection Committee at its sole discretion may cancel the work order and forfeit the earnest money deposit, deposited along with tender without any reference to the Contractor.

6. CANCELLATION OF CONTRACT

- a. Notwithstanding any other provisions made in the contract, the Tender Selection Committee reserves the absolute right to terminate the contract after giving one months notice in writing, without assigning any reasons. The Contractor shall raise no compensation or claim in the event of such cancellation.
- b. The Tender Selection Committee shall also have, without prejudice to other rights and remedies, the right in the event of breach by the Contractor of any of the terms and conditions of the Contract, or due to the Contractor's inability to perform as agreed for any reason whatsoever to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover losses, damages, expenses or costs that may be suffered or incurred by the hospital authorities. The decision of the Diet Tender Selection Committee about the breach/failure on the part of the Contractor shall be final and binding on the contractor and shall not be called into question.
- c. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and EMD/Security Deposit issued to the Tender Inviting Authority shall be forfeited without any claim whatsoever on Tender Selection Committee.

7. EXIT CLAUSE

- a. If the successful tenderer wishes to discontinue his services after completion of six months of the contract, due to any reason including unprofitable prices, he may do so after providing a written notice of ninety days to the Chairman Diet Tender Selection Committee. An exit fee of Rs. Two thousand shall be deducted from the security deposit in case of contractors engaged in Central, State General, Sub divisional, Special category of hospitals and Rs Five thousand in case of District, Decentralised and Teaching hospitals.

8. ELIGIBILITY OF PATIENTS TO GET HOSPITAL DIET

- a. The Department of Health & FW shall determine the patients who are eligible to get hospital diet whether free of cost or on part/full payment. This decision shall be binding on the diet contractor who shall not raise any objection regarding the increase or decrease in the number of daily patient diets due to any such decisions regarding eligibility taken by the competent authorities.

9. MISCELLANEOUS CONDITIONS

- a. The Contractor shall not change the composition during the currency of the contract without the prior approval of the Diet Tender Selection Committee. Any happening like death/resignation of any partner / director / member shall be notified within 24 hours of such happening by Registered letter to the Superintendent of the Hospital. On receipt of such notice, the Diet Tender Selection Committee reserves the right either to terminate or continue the contract.
- b. In the event of any dispute, legal or other proceedings by any party or parties concerning the

constitution or composition of the Contractor, the Diet Tender Selection Committee reserves the right to take such necessary action as it deems fit, including termination of contract and withholding payments due to or accrued to the Contractor.

- c. The contract shall be awarded on the basis of "Principal-to-Principal" and the Contractor shall be deemed to be an independent contractor engaged for the performance of services/work/job in the manner and to the extent provided in these presents.
- d. In case of outbreaks or emergencies, the Hospital Superintendent may debar certain food items from the diet in the interest of the patient's well being. The contractor shall have to abide by these special instructions as and when issued

10. ARBITRATION

- a. THAT if any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Contractor and the Tender Selection Committee or the Hospital Superintendent upon or in relation to or in connection with or arising out of this diet tender, it shall be referred to for arbitration by the Principal Secretary, Health & Family Welfare Department, Government of West Bengal, who shall give written award of his decision to the Parties. The decision of the Principal Secretary, Health & Family Welfare Department, West Bengal shall be final and binding on both the parties. The provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Kolkata. ✓

Annexure A

Diet Scales (Prescribed)

All weights are raw uncooked materials.

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

Standards of the food materials

Commodity	Standard (Equivalent brands are indicative of quality of raw materials to be used)
Rice	IR 36 or superior grade, parboiled
Urad dal	Medium grade
Moong dal	Medium grade
Fish (Rohi/Kata)	1 Kg-2 Kg dressed size, without head, fins, gills and entrails
Chicken (Net)	1-2 kg dressed size with breast & leg pieces
Egg (Poultry)	Poultry egg weight not less than 60 grammes
Wheat Flour	Conforming to Agmark Grade Branded, Equivalent to Dhara Mustard oil, free from Argemone oil,
Mustard Oil	Argemone oil,
Potato	Jyoti
Sugar to be supplied in pouch	Fac, Equivalent to Balarampur Chini
Vegetables	Fresh, seasonal
Sliced Leaf Bread	Equivalent to Modern White Sliced sandwich Bread, Machine made bread sliced by automatic machine and machine packed in waxed paper or plastic wrapper to completely enclose the bread, labelled as per the PFA Act
Banana	Green Singapori, just ripe, Weight not less than 110 grammes with skin
Sandesh	small sized, weight not less than 40 grammes, made with milk products and sugar only
Paneer (Cow's milk)	Equivalent to Mother Dairy's cow milk paneer
Milk (Cow's milk) in pouch	Equivalent to Mother Dairy/Amul Slim & Trim Double toned milk
Salt iodised	Equivalent to TATA Iodised Salt
Cooking fuel	LPG in commercial cylinders

Commodity	Standard (Equivalent brands are indicative of quality of raw materials to be used)
Curd	To be supplied in pouches- equivalent to Amul Masti Dahi
Biscuit	Cream cracker equivalent to Britannia/Bisk Farm Cream Cracker Biscuits

All packed food to be supplied with in the best before dates and nutritional information

A) Full Rice Diet (Diet scale)

Minimum Diet Portions to be supplied

Salt free diet shall be the same without added salt

Salt free diet will be same with boiled soft rice and boiled vegetables in place of cooked rice and mixed vegetable curry, respectively.

For vegetable saladination to be done for egg for breakfast with paneer, fish for lunch by 200 gms curd in packet and egg for dinner with 20 gm (dry weight) Soya chunks in 100 ml gravy

Fish for lunch may be substituted with 100 gms raw chicken (serving quantity 75 gms) in 100 ml gravy twice a week

Raw weight	Serving quantity	Raw weight	Serving quantity	Raw weight	Serving quantity
Milk 250 ml in pouch	Boiled Milk 250 ml	Rice-150 gms	Cooked Rice-450 gms	Atta or Rice-100 gms	4 chapattis or Cooked Rice-300 gms
Egg-1	Boiled egg- 50 gms	Dal-20 gms	Cooked Dal-100 gms	Dal-20 gms	Cooked Dal-100 gms
Banana-1	Peeled ripe singapuri Banana-100 gm	Potato-70 gms	Mixed vegetable curry-225 gms	Potato-70 gms	Mixed vegetable curry-225 gms
Bread-50 gms	Sliced white sandwich Bread-50 gms	Mixed Vegetables-100 gms		Mixed Vegetables-100 gms	
Sugar in packet-10 gms	Sugar in packet-10 gms	Fish- 75 gms	Fried fish 50 gms in 100 ml gravy	Egg-1	Fried egg 50 gms in 100 ml gravy

B) Admission Diet (Diet Scale)

Minimum Diet Portions to be supplied

Raw weight	Serving quantity
Milk 250 ml in pouch	Boiled Milk 250 ml
Egg-1	Boiled egg- 50 gms
Banana-1	Peeled ripe singapuri Banana-100 gm

A] Paediatric Diet	
Raw weight	Serving quantity
Bread-50 gms	Sliced white sandwich Bread-50 gms
Sugar in packet-10 gms	Sugar in packet-10 gms

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

Minimum Diet Portions to be supplied

Breakfast		Lunch		Dinner	
Raw weight	Serving quantity	Raw weight	Serving quantity	Raw weight	Serving quantity
Milk-125 ml	Boiled Milk-125 ml	Rice-75 gms	Cooked Rice-225 gms	Rice/Atta-50 gms	Cooked Rice-150 gms/ Chapati 2 pcs
Egg-1	Boiled egg-50 gms	Dal-15 gms	Cooked Dal-50 gms	Dal-15 gms	Cooked Dal-50gms
Bread-25 gms	Sliced white sandwich Bread-25 gms	Potato-35 gms	Mixed vegetable curry-110 gms	Potato-25 gms	Mixed vegetable curry-110 gms
Sugar-5 gms	Sugar in packet-5 gms	Mixed Vegetables-50 gms		Mixed Vegetables-50 gms	
		Fish-30 gms	Fried fish 25 gms in 50 ml gravy	Egg 1 pc	Fried egg 50 gms in 50 ml gravy

E] Diabetic Diet (Diet Scale)

Minimum Diet Portions to be supplied

salt free diet shall be the same without added salt

soft rice diet will be same with boiled soft rice and boiled vegetables in place of cooked rice and mixed vegetable curry, respectively.

for vegetarians substitute egg for breakfast with 4 cream cracker biscuits, fish for lunch by 200 gms curd in packet and egg for dinner with 20 gm (dry weight) Soya chunks in 100 ml gravy

Fish for lunch may be substituted with 100 gms raw chicken (serving quantity 75 gms) in 100 ml gravy twice a week

Breakfast		Lunch		Dinner	
Raw weight	Serving quantity	Raw weight	Serving quantity	Raw weight	Serving quantity
Milk-250 ml in pouch	Boiled milk-250 ml	Rice-100 gms	Cooked Rice-300 gms	Atta-100 gms	Chapati-4 pcs
Egg-1	Boiled egg-50 gms	Dal-20 gms	Cooked Dal-100 gms	Dal-30 gms	Cooked Dal-100 gms
Cucumber-100 gms	Peeled raw cucumber-90 gm	Bitter gourd-75 gms	Boiled Bitter gourd-100 gms	Bitter gourd-75 gms	Boiled Bitter gourd-100 gms
Breakfast cereals-50 gms	Steed white cereals-50 gms	Mixed vegetables-100 gms	Mixed vegetable curry-175 gms	Mixed vegetable-100 gms	Mixed vegetable curry-175 gms
		Fish-75 gms	Fried fish-50 gms in 100 gm gravy	Egg-1 pc	Boiled egg-50 gm in 100 gm gravy

[1] Uracemic Diet (Diet Scale)

Urinary Diet Portions to be supplied

100 gm of each shall be dieted unless otherwise indicated

Raw weight	Serving quantity	Raw weight	Serving quantity	Raw weight	Serving quantity
Milk-250 ml in pouch	Boiled Milk-250 ml	Rice-150 gms	Cooked Rice-450 gms	Atta or Rice-100 gms	4 chapattis or Cooked Rice-300 gms
Cucumber-100 gms	Peeled raw cucumber-90 gms	Dal-10 gms	Cooked Dal-50 gms	Dal-10 gms	Cooked Dal-50 gms
Banana-1	Peeled ripe singapur Banana-100	Potato-70 gms	Mixed vegetable curry-225 gms	Potato-70 gms	Mixed vegetable curry-225 gms

Breakfast		Lunch			
gm					
Bread-50 gms	Sliced white sandwich Bread-50 gms	Mixed Vegetables- 100 gms		Mixed Vegetables- 100 gms	
Sugar in packet-10 gms	Sugar in packet-10 gms	Fish- 50 gms	Fried fish 30 gms in 100 ml gravy	Egg 1	Fried egg 50 gms in 100 ml gravy

G) Full Fluid Diet (Diet Scale)

Breakfast		Lunch		Dinner	
Raw weight	Serving quantity	Raw weight	Serving quantity	Raw weight	Serving quantity
Milk 500 ml in pouch	Boiled Milk 500 ml	Curd-200 gms	Curd-200 gms	Milk 500 ml in pouch	Boiled Milk 500 ml
Sugar in packet-20 gms	Sugar in packet-20 gms	Dal-20 gms	Cooled Dal- 100 gms	Sugar in packet-20 gms	Sugar in packet-20 gms
		Mixed Vegetables- 200 gms	Mixed vegetable soup- 500 gms		

Suggested vegetables for serving.

Vegetables/legumes that can be served round the year- Potato, sweet pumpkin, bitter gourd, brinjal, Soya bean chunks, Bengal gram, dal bori

Vegetables that can be served during April to September- Ladies fingers, ridge gourd, wax gourd, pointed gourd, gourd, raw papaya, barbati

Vegetables that can be served during October to March- Cabbage, cauliflower, tomatoes, radish, beans, spinach, carrot

Other vegetables can be included depending on the availability and freshness. A judicious mix is recommended to add variety to the diet. Care should be taken to prevent repetition of the same vegetable curry as this will entail penal deduction from the diet bill.

Maximum Allowable cost for each category of diet

Diet Category	Cost of raw materials including cooking gas				Total of raw materials	Other charges and profit (maximum allowable)	Maximum allowable total cost of diet*
	Breakfast	Lunch	Dinner	On admission			
Admission Diet				13.82	13.82	1.65	15.47
Diabetic Diet	13.17	19.28	11.94		44.39	5.32	49.71
Full Fluid Diet	13.16	14.95	13.16		41.27	4.95	46.22
Adult Full Rice Diet	13.82	19.04	10.96		43.82	5.25	49.07
Paediatric Full Rice Diet	7.59	10.14	7.08		24.81	2.97	27.78
Soft Rice Diet	13.82	19.04	10.96		43.82	5.25	49.07
Uremic Diet	12.15	15.97	10.36		38.48	4.61	43.09

- Excluding service tax as applicable

Maximum allowable total cost of diet

Application form for bidders for supplying cooked diet for patients

To

The

Sir,

Reference: Your advertisement no _____ dated _____ in the _____ inviting tenders for the supply of cooked diet to patients admitted in hospitals.

With reference to the above, I/We wish to offer our tender for the supply of cooked diet to patients admitted in _____ Hospital in _____ subdivision of _____ district.

I/We have assessed the number of expected meals to be supplied each day and are confident that I/we have the necessary skill, expertise and financial capability to successfully undertake the contract if awarded.

The bids are made in two parts- Technical and Financial and are separately enclosed

I/We agree to all the terms and conditions of the tender.

Thanking you.

Yours sincerely,

Technical Bid Form (Complete set of documents to be submitted for each offer for each individual hospital for which bid is being made)

All points are to be filled up, no places are to be kept vacant. If not applicable, write not applicable in appropriate place

Name of the Work	Supply of cooked diet for patients		
Tender Notice Number			
Due Date of the submission of the tender			
Name of the District tendered for			
Name of the Hospital Tendered for with address			
Name of District			
Name of Hospital			
Name of the Bidder			
Full Address			
	E-Mail		
	Tel. No & Mobile No		
	Fax		
Registration certificate number			
District empanelled for			
Class of hospital empanelled for			
No. of manpower employed by the bidder in its office (to be supported by documentary proof like ESIP/EPF/ tax payment statements)	a. Administrative c. Workers	b. Technical	
Leaving capacity to redeploy staff in other organization at end of contract period?	Yes	No	
Blacklisted by any government authority at any time. If yes, provide details	Yes	No	
Has the firm or its Principals been convicted in any criminal case or case involving moral turpitude by any court, if yes, provide details	Yes	No	
Any criminal case or case involving moral turpitude pending in any court against the firm or its Principals, if yes, provide details	Yes	No	
Any litigation against the firm or its Principals pending in any court? if yes, provide details	Yes	No	
Any other relevant information wish to submit			
I have a firm through the eligibility criteria for participated in the tender and certify that all the conditions have been fulfilled			

I have read the General and Special Terms and Conditions, including the penal provisions, as given in the tender documents as per the tender notice quoted above. I have accepted them and agree to abide by them. I have also read the Memorandum of agreement and do agree to abide by it if declared successful in my bid.

Certified that the above information including the self certifications if any, is correct and true to the best of my knowledge and belief. Nothing has been concealed, falsely stated and fabricated and in case any information is found incorrect, I, the under signatory will be personally responsible for the same.

I am aware that supplying false information, suppression of facts, providing forged documents, making wrong self declarations if detected any time during the tender process will lead to cancellation of my bid and black listing of my firm and its principals for a period not less than five years along with but not limited to criminal prosecution.

I am also aware that all enclosures and entries in the forms are to be made at the time of placing the bid and any omission in this respect can not be rectified subsequently and will lead to my bid being rejected.

Date

Signature

Name of authorized person for bidder with seal

***Classification of hospitals**

Depending on the number of sanctioned beds, hospitals have been classified into 4 categories-

Class A- Hospitals with more than 800 beds

Class B- Hospitals with more than 450 beds but less than 801 beds

Class C- Hospitals with more than 150 beds but less than 451 beds

Class D- Hospitals with less than 150 beds

Commercial Bid Form (All the blanks in 2a,b and 3 are to be filled in. Not filling will lead to rejection of the bid)

Price Bid For supplying cooked diet to the admitted patients in _____ (Name of Hospital)

I/We have gone through the general terms and conditions, special terms and conditions, standard of food materials to be supplied, the scales of the different diets to be supplied, diet schedules and the suggested menu provided.

Agreeing to supply the diet for cooked patients as per the aforementioned clauses; I/We offer the following rate for supply of Cooked Diet:

1) Food material to be provided by me/us including cooking gas as per diet schedule of adult cooked full rice diet (including breakfast, lunch and dinner) Rs 43.82 (Rs Forty three and paisa eighty two only) as fixed by the competent authority and which will be open to verification by the hospital authority from time to time

2) Service charges to be charged by me/us per adult full cooked rice diet (including breakfast, lunch and dinner) which is inclusive of Cost of manpower, all other manpower related expenses, other expenses including but not limited to equipment, capital costs, depreciation, electricity & water charges, handling and conveyance charges, sundries, and profit margin of the bidder limited to a maximum of Rs 5.25 Amount (In figures) _____ (In words) _____

by As a percentage of Rs 43.82 (Rs Forty three and paisa eighty two only) (In figures) _____ (In words) _____ (Limited to 12%)

(Please note: In case of discrepancy in 2a and b, the lower amount will have to be considered, and this lower rate will be applicable proportionately to all other categories of diet also)

2) All inclusive (excluding service tax) total cost per cooked adult full rice diet (including breakfast, lunch and dinner) (sum of Rs 43.82 and 2a above) (In figures) _____ (In words) _____ (Limited to Rs 49.07)

3) Service charges for other diets based on their cost of food materials shall be calculated pro rata proportionately based on 2b above

I/We solemnly affirm that the above bid has been prepared independently and confidentially without the knowledge of other bidders bidding for the same tender. There has been no attempt at cartel formation or price rigging. I am/We are aware that my/our adopting any such fraudulent or unfair means will lead to cancellation of this bid along with black listing of my/our firm and its principals from all government tenders for a minimum period of five years from this tender period along with but not limited to criminal prosecution. The onus of disproving the same will lie on us.

Date

Name and signature of the bidder

Place

Stamp

Annexure E

Memorandum of Agreement

To be executed on general Stamp Paper of Rs. 100)

AGREEMENT

Memorandum of agreement made on this _____ day of _____ Two Thousand _____ between the Superintendent (Name of Hospital) and _____ having its registered office at _____ which expression shall include its successors / assignees hereinafter called the supplier of the one part (First Party). The (Name of Hospital) which is a hospital under the control of the Department of Health & Family Welfare Govt. of West Bengal situated at and represented by _____ on the second part.

WHEREAS the Tender Accepting Committee on behalf of the second party published notice inviting tenders for providing cooked diet services to the patients admitted to the (name of hospital);

AND whereas, the first party applied / offered its offer in response of the notice invitation for tender and the offer whereas found acceptable by the Diet Tender Selection Committee on behalf of the second party who has issued Letter of acceptance / Letter of intent to the supplier;

WHEREAS, the terms & conditions duly stipulated in the tender form under the Schedule of terms & conditions (general as well as special) have been found acceptable by the first party to abide by them and the second party has found the first party competent and capable supplier and letter of intent has been issued by the second party;

Now it is therefore, parties here un-to have agreed mutually to abide by the terms and conditions of the work order and now this deed WITNESSETH that :

1. The first party shall abide by the general terms and conditions as well as the special terms and conditions as have been stipulated in the tender for the supply and provide services of specified manpower to commence the work of supplying cooked diet for the patients admitted at (name of hospital) as awarded with effect from the (given date and time.)
2. That the technical Bid containing technical specifications of the techniques to be used for maintaining the work schedule will be ensured by the first party and will be acceptable to the second party.
3. That the quantity variation in consumable items and non-consumable equipments / tools including short supply will not be acceptable by the second party unless otherwise specified and communicated by the second party to the first party within the authorized time of supply or the extended time as may be mutually agreed upon by the parties here to.

3. That the upward price variation will not be acceptable to the second party whereas the first party will be under the liability to revise the price downward if it happens due to reduction of taxes levy able by the Central / State Government.
4. The maintenance of the equipment / tools during currency period of the contract shall be the sole responsibility of the contractor. The alternative tools / equipments shall be provided by the contractor in case of failure of any of the tools / equipments required for maintaining the awarded jobs.
5. That the notice inviting tender, tender form, technical bid, commercial bid together with schedule of quantity and specifications including general terms and conditions and special terms & conditions schedule shall be construed as the part of this agreement.
6. That the mode of payment & currency for the supplies shall not be changed unless otherwise mutually agreed by the parties and if found permissible under the Law of the land.
That the first party agrees to the punitive measure that may be taken by the second party as laid down in Annexure D 4 (d), if the specified deficiencies in service are detected.
7. That the first party shall be liable for the liquidated damages to be paid to the second party for the defaults on the part of the contractor for commissioning and maintenance is delayed and the second party will be free to recover such liquidated damages as may be determined in the terms of the work order conditions from the due amount of supplies or EMD or Performance Deposits / Guarantee including Bank Guarantee.
8. That the first party / contractor shall be responsible to provide alternate manpower in case of any the workmen or group of workmen remain absent from the work on account of one reason or the other or refuse to execute the work or adopt delay tactics by one way or the other or any other unforeseen circumstances occurred or created on account of actions of the personnel of the contractor deployed at (Name of hospital). Failure of the contractor shall render him liable for all consequences as may be occurred to save life of patients in the hospital.
9. That the first party shall within 15 (Fifteen days) of start of execution of this contract provide the second party with
 1. Name, address, police verification report and job responsibilities of
 - i. authorised local representative
 - ii. supervisors
 - iii. workers
 2. Medical certificates of all food handlers
 3. Samples of uniforms and identity card for approval.The first party shall ensure that all workers and supervisors wear their uniform and carry their identity cards whenever they are on duty from the beginning of the second month of the contract.
10. That all manpower will be the exclusive responsibility of the first party/contractor and on completion of the period of contract will provide them with alternate employment at his other establishments so that they do not become a liability for the second party or subsequent contractors.

11. That the first party shall during the period of the contract carry out the whole works and shall not sublet, outsource, sub contract any or part of the contracted works.

12. That in case of deficiencies in services by the first party, the second party shall have the right to take necessary action including but not limited to deduction from diet bills, procurement from other sources and costs deducted from the dues of the first party, cancellation of contract and blacklisting from future bids. In the event of the contract being terminated at any stage due to unsatisfactory supply of diet to the in-patients by the first party, the second party has the right to award the contract to any other contractor and the first party will be liable to make good any loss incurred by the hospital authorities on this account such amounts will be recovered from any money due to or to become due to the First Party.

13. THAT if any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the First Party and the Second Party upon or in relation to or in connection with or arising out of this Agreement, it shall be referred to for arbitration by the Principal Secretary, Health & Family Welfare Department, Government of West Bengal, who shall give written award of his decision to the Parties. The decision of the Principal Secretary, Health & Family Welfare Department, West Bengal shall be final and binding on both the parties. The provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Kolkata.

IN WITNESS whereof, the first party – / contractor and the through its authorized representative has hereinto set his hands and Shri. _____, _____ for in and on behalf of the second party has hereinto set his hands, executed and signed this deed in presence of.

First Party

Second Party

Witness : 1. _____

Witness : 1. _____

2. _____

2. _____