

No. HFW-H (III) G (7) 32/13 (Security Tender Document 2018)
Health & Family Welfare Department
Himachal Pradesh, Shimla-09

To,

01. All the Chief Medical officers in HP.
02. Sr. MS ZH Dharamshala/Mandi/DDUZH Shimla.
03. MS TBS Dharampur/HMH Shimla-5.
04. MS RH Bilaspur/Chamba/Hamirpur/Kullu/Solan/Sirmaur at Nahan & Una.
05. MS MGMSC Khaneri Rampur/CH Rohru/Palampur.

Dated Shimla-09, the **26/06/2018**

Subject: - Regarding initiating the process of tendering the security services contract of the concerned Health Institutions for the financial year 2018-2019 in accordance with the model e-Tender Document 2018/Manual Tender Document 2018.

Memo:

On the subject cited above, it is to inform you that the department has finalized Model e-tender document/Manual Tender Document 2018 for outsourcing of security services in r/o all the Health Institutions of the State and the model e-Tender Document/Manual Tender Document 2018 has duly been approved by the Govt. on dated 19.06.2018 which is being circulated to you.

It is therefore, directed to float the security online e-Tenders/Manual Tenders in r/o Health Institutions and send the cases of security tenders for approval to this Directorate after completing all the codal formalities according to the model e-tender document 2018/Manual Tender Document 2018 for the financial year 2018-2019 keeping in view, the Govt. instructions letter No. HFW-B (G) 5-8/2010 dated 06.03.2013. The tender documents has also been uploaded on the official website www.hphealth.nic.in. Immediate finalization of security contract may be ensured. Also you are directed to comply with the following instructions: -

01. All the CMO/MS will inform to DHS about any action taken/warning issued to the service provider during the period of tender.
02. All the CMO/MS will ensure to maintain a complaint book at the appropriate public place in all the Institutions.
03. Completion of tender for 2018-2019 is the personal responsibility of the concerned CMO/MS.
04. The Tender Document should be Institution specific i.e. name of the Health Institution should be clearly mentioned.
05. The number of employees/persons to be engaged should be clearly mentioned in the Tender Document.
06. All tenders even of Sub-District level Health Institution, amounting to Rs. 5 lacs and above should be floated through e-Tendering as per Govt. directions.
07. The complete cases requiring approval/expenditure sanction from this Directorate should reach in this Directorate by 30th of July, 2018 alongwith following documents: -
 - a) Meeting proceeding of sanitation committee duly signed with seal.
 - b) The comparative statement with recommendation duly signed with seal.
 - c) Certified photocopy of tenders with terms & conditions.
 - d) Certified photocopy of checklist submitted by the contractor.

Any delay will be the personal responsibility of the concerned CMO/MS.



Director Health Services
Himachal Pradesh
Dated Shimla-09, the

Endst. No as above

Copy to: -

01. The Additional Chief Secretary (Health) to the Govt. of H.P. Shimla-02 for information please.
02. The Supdt. PMIS Branch, H&FW Deptt. Shimla-09 with spare copy of model e-Tender Document/Manual Tender Document 2018 of Security Contract 2018 with the directions to upload the same on the official website of the department.



Director Health Services
Himachal Pradesh

SECURITY TENDER DOCUMENT 2018

E-Tender regarding outsourcing of Security Services in 100 bedded and above Hospitals of the State (ZH, DH &CH)

(Please enter Name and Address of tender Inviting Authority)

Sr. MS/SENIOR MEDICAL OFFICER I/C ZH/RH/CH-----

Phone:.....Fax:.....

Website: <https://www.hptenders.gov.in>

Email: (Please enter Email address of Tender Inviting Authority)

NOTICE INVITING TENDER (NIT)

Tender Reference Number.....

Date.....

E-tenders are invited from registered Firms, Proprietorship firm(s)/ Partnership firm(s) / Company/ Corporation/Cooperative Society or any legal entity for providing SECURITY SERVICES for the (**Name of institution & Address**). Prescribed tender form can downloaded from website <https://www.hptenders.gov.in> on or before last date and time for submission of tender. The Last date and time for submission & uploading of filled in tender documents isup toPM. The Tender will be opened onatDuly completed tender form along with Cost of Tender Document , Earnest Money Deposit of Rs._____ (Rupees_____) in the form of Demand Draft(DD) or Fixed Deposit Receipt (FDR) pledged in favour of (Name of tender Inviting Authority, Address) issued by any of the Scheduled Bank along with other required documents should be uploaded on the website <https://www.hptenders.gov.in> and physical copy of uploaded cost of tender document and Earnest Money deposit should be dropped in the

tender box placed in the (Name of institution & Address) before the last date and time fixed for submission of the tender. All subsequent corrigendum, modifications and clarifications in respect of this tender will be published only on aforesaid websites. The bidders are advised to visit the aforesaid website regularly regarding corrigendum, modifications and clarifications in respect of this tender. The undersigned reserves the right to reject any or all the tender offers without assigning any reason.

(Designation of the Tender Inviting Authority)

Himachal Pradesh

(Please enter Name and Address of tender Inviting Authority)

Phone:.....Fax:.....

Phone:.....Fax:.....

Website:<https://www.hptenders.gov.in>

Email: (Please enter Email address of Tender Inviting Authority)

Tender Reference Number.....

Date.....

E-TENDERING SCHEDULE:-

Date & Time of on-line publication :	00.00.2018, 00:00hrs
Period for Downloading of e-tender document :	00. 00 .2018 to 00.00.2018 upto17:00 hrs.
Date & time for Pre-bid meeting :	00.00. 2018, 11:00 hrs
Place of Pre-Bid Meeting :	(Please enter complete postal address of place of pre bid meeting)
Last date and time for submission /uploading of e-tender along with cost of tender document, Earnest Money Deposit :	00.00.2018 up to 17:00 hrs. (Please enter complete postal address of the venue where tender box is to be placed)
Date & Time for opening of Eligibility Bid :	00.00.2018 at 11:00 hrs. Venue:
Cost of the tender document :	Rs 1000/-(Demand Draft {Non Refundable})
Earnest Money Deposit (EMD) :	Rs.in the shape of Demand Draft or Fixed Deposit Receipt (FDR) duly pledged in favor of (Tender Inviting Authority).

- | |
|---|
| <ul style="list-style-type: none"> i) Service Provider/Contractor shall ensure that Cost of tender document, Earnest Money Deposit are dropped in the tender box placed in the (address of the place where tender box is placed) on or before the last date and time indicated above. ii) If the date fixed for the opening of tender is declared a holiday, the tender shall be opened on the next working day at the same time as fixed for the original date for this purpose. |
|---|

Amendments to TE documents

- a) At any time prior to the deadline for submission of tenders, the purchaser may, for any reason as deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. All such amendment will be notified only on the website <https://www.hptenders.gov.in>. No amendments or corrigendum in respect of this tender will be issued in the press. Prospective bidders are advised to visit aforesaid website regularly.
- b) In order to provide reasonable time to the prospective Service Provider/Contractor to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

Clarification of TE documents

A Service Provider/Contractor requiring any clarification on any issue of the TE documents may take up the same with the purchaser in writing on email-ID:..... **(Please Enter Email Address of Tender Inviting Authority)** purchaser will respond in writing through email only to such request provided the same is received by the purchaser not later than seven days (unless otherwise specified in the SIT) prior to the prescribed Last date & time for submission of tender.

INSTRUCTIONS FOR SUBMISSION OF COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT

The tender document and other instructions can be downloaded or viewed from the portal <https://hptenders.gov.in> and cost of tender document (non-refundable) as mentioned in the tender form shall have to be deposited in the shape of demand draft favoring **(Name of tender Inviting Authority)** before the last date and time of submission of tender and proof thereof should be uploaded in Technical Bid of the tender document. The Earnest Money Deposit in the shape of Fixed Deposit receipt duly pledged in favour of **(Name of tender Inviting Authority)** (Minimum for a period of Six Months) or Demand Draft along with Cost of tender document should be submitted in an envelope and the same should be dropped in the tender box kept in the office of **(Name of tender Inviting Authority and postal address)**. **The envelope should be superscripted “Tender for the supply of Security Services to be opened on**” **The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side corner of the envelope.**

General Instructions

- a) Tenders not confirming to the essential requirements, as per check list will be rejected and no correspondence thereof shall be entertained whatsoever.
- b) Price bid of only those Service Providers/Contractors shall be opened who are found eligible at the pre-qualification stage.
- c) **The contract shall be awarded for a period of one financial year or a period within a financial year from the date of award of rate contract and the rate contract shall expire at the end of same financial year i.e last day of the next March The period of contract may be extended, on a certificate of outstanding performance from the local Security committee of the hospital concerned, by Director Health Services, H.P (DHS). But it will not be a binding on the DHS to extend the period of contract.**
- d) Bids submitted must be unconditional and no communication will be made till the finalization. Late and delayed tenders will not be accepted.
- e) *The Tender Inviting Authority (CMO/MS/BMO/SMO I/C)* reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- f) **SITE VISIT**

Any site information / schedule of works given in this tender document are for guidance only. The Service Provider/Contractor is advised to visit and examine the Site of Works and its surroundings at his own cost and obtain all information that may be necessary for submitting the tender and entering into a Contract. The Service Provider/Contractor shall be deemed to have inspected the Site and its

surroundings before hand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.

g) AMENDMENT TO TENDER DOCUMENTS

If any amendment/modifications made with the prior approval of the Govt. these will be conveyed on website , <https://www.hptenders.gov.in> and will be binding on the Service Provider/Contractor (bidder).

Instructions for E bidding

The Service Provider/Contractor (bidders) should register on website <https://hptenders.gov.in> and obtain User-ID and Password before tendering. In case of any problem; you may contact office of **(Tender Inviting Authority), Phone No. (Please enter Phone No.)**.

Entire tender process will be carried out on line through above mentioned website. Service Provider/Contractor (bidders) are advised to procure E-Token / Digital Signing Certificate from suitable vendors or from any authorized agency.

Before submission of online bids, bidders must ensure that scanned copies of all necessary documents shall have been uploaded with the bid.

The process for e-tendering can be observed/practiced on demonstration site <https://demoeproc.nic.in>.

Service Providers/Contractors (bidders) are advised to check / see website <https://hptenders.gov.in> regularly to check for any amendment / corrigendum in the tender document. All subsequent notifications / amendments / notices shall be published only on the aforesaid website only.

The bids shall be opened on the date and time mentioned in the Tender Notice in the presence of Service Provider/Contractor (bidders) who opt to be present. If the date fixed for the opening of the tender is declared a holiday, the tenders shall be opened on the next working day at the same time as fixed for the original date for this purpose. The undersigned reserves the right to accept or reject any or all tenders in part or whole without assigning any reason, what so ever.

THE E-TENDER DOCUMENT SHALL BE UPLOADED IN TWO PARTS:

- 1. Pre-qualification/ Eligibility Bid:** The Service Provider/Contractor shall submit and upload required documents, information required as per tender document. It shall contain scanned copies of all requisite documents, certificates etc. as specified in the tender document duly filled in and digitally signed. All the documents must be scanned and uploaded in pdf format with 100 dpi with black and white option. The scanned documents should be clear and legible.
- 2. Financial Bid/Price Bid/BOQ:** It shall contain financial bid / BOQ uploaded in .xls format which will be available for Service Provider/Contractor (bidders) on website <https://hptenders.gov.in> . The financial bids / BOQ will be opened only of those Service Provider/Contractor (bidders) who qualify Pre-qualification/Eligibility Bid criteria. Financial Bid /BOQ will not be accepted in physical form. Date & Time for opening of Financial Bid/Price Bid/BOQ shall be published on the aforesaid website after technical evaluation.

SCOPE AND GENERAL CONDITIONS

A. Scope of Work:

Providing Security services at ZH/RH/CH----- by deploying required number of Security Personnel.

1. The Agency shall provide Security services by deploying number of persons as mentioned at Annexure G and well-disciplined security personnel who shall safeguard the buildings, moveable and immovable assets, equipments and other items at the above premises from any thefts, pilferage or damage, maintain discipline, law & order, traffic management within the complex, safety of vehicles in the parking complex, monitoring of trespassing and also ensure safety of the employees, students, visitors, guests or any other persons working in the complex/premises. However, this number may vary depending upon the requirement and decision of the Government of Himachal Pradesh from time to time. The duties/responsibilities of the Security Supervisors and Guards are enclosed at Schedule A and B respectively.
2. The security personnel shall be deployed round the clock in 3 shifts as per the duty chart assigned by the Hospital administration. In case any employee of the contractor is on leave or absent from the duty for any reasons; the contractor would provide substitute/replacement without any delay, failing of which the contractor shall be liable to pay double amount of wages to the Hospital administration till such period his/her substitute is provided. This amount shall be chargeable against the Performance Security.
3. The Agency shall be responsible for opening/closing of the building and rooms and other security related works as necessitated/directed by Hospital administration on working and closed days.
4. The Agency shall ensure that water taps/lights/ACs/heaters are not left on after close of working hours on normal working days as well as on off days, as the case may be.
5. The Agency shall maintain records of inward and outward movement of materials and vehicles, etc. with proper check on the same as per instructions given from time to time by Hospital Administration. And check the movements of people inside the premises of Hospitals.
6. The Security Agency has to install either metal detectors at sensitive points or majority of security guards to be deployed in hospital premises have to be provided with hand held metal detector for proper checking in suspicious cases.
7. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
8. The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security.

B. Eligibility Criteria for Bidding Firms/Agencies:

The bidder should possess the following eligibility criteria failing which the offer shall not be considered. If firms/Agencies with following criteria are not available, Hospital Administration shall consider lower ranked bidder for merit.

1. The Bidder must be registered Firms, Proprietorship firm(s)/ Partnership firm(s) / Company/ Corporation/Cooperative Society or any legal entity legally constituted and registered with appropriate authority.
2. It must be empanelled/registered with DGR or under Private Security Agencies(Regulation) Act, 2005 or under any other acts as private security agency as required by law and as per rules in force and should be valid at least for 12 months from the date of the opening of tender.
3. Security guards trained in all facets of security work and fire fighting shall have to be deployed in the Hospital. New appointment of security personnel shall be made only with the prior approval of committee constituted by the Hospital for the purpose.

4. The bidder shall be capable of providing guards and have centralized 24 hours manned control room backed up with walkie talkie sets and quick reaction team(QRT).
5. The names and address of Board of Directors, the address of registered office, Branch office and Regional offices has to be provided.
6. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipments.
7. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)/Society/any other and the firm should not be blacklisted. An undertaking to this effect on firm's letterhead should be attached.
8. Bidder must be having a registered office in HP and if award is given to any agency which is not having registered office anywhere in HP they will have to open it within one month of issue of award letter & and to get it registered with H.P. Govt.
9. The successful bidder has to procure a valid License under Contract Labour (Regulation & Abolition) Act, 1970 for deployment/engagement of labour within one month from the award of Contract.
10. The agency shall ensure that the 70 % security personnel to be deployed are Bonafide Himachalis, having knowledge of local language & culture, healthy and not more than the age as prescribed in the eligibility criteria.

11. Qualification Criteria:

Sr. MS/Senior Medical Officer I/C ZH/RH/CH reserve the right to modify or relax the eligibility criteria in case none of the tenderer is able to fulfil the required criteria. No relaxation will be given as far as statutory requirements are concerned.

- i. The service provider/ bidder should have at least two experience of providing security services in any organization run by Central Government / State Government Departments / Public or Private Sector Companies / Undertakings / Autonomous Bodies by deploying at least 20 Security Guards.
- ii. The Experience and satisfactory performance certificate on the organization letter head duly signed by the Head of the organization should be uploaded as per **annexure A**.
- iii. Service provider / Contractor shall have minimum turn over as mentioned in the table below in the preceding two years. Service provider / Contractor shall submit certificate in support of turn over claimed.

Zonal Hospitals	Rs 25,00,000
Regional Hospitals and Civil Hospital Palampur, Civil Hospital Rohroo and MGMSC Kheneri Rampur	Rs 10,00,000
100 bedded or above Civil Hospital	Rs 5,00,000

12. The bidder shall have the following mandatory Registrations failing which bid shall not be considered and details of the same be provided in the Technical Bid alongwith documentary proof:
 - (a) PF and EDLI Registration:
 - (b) ESI Registration:
 - (c) Goods and Service Tax(GST) Registration:
 - (d) Should have PAN from Income Tax Department.
 - (e) Registration as proprietary firm, Partnership firm, Limited Company, Society, any other corporate body etc., as the case may be.

(f) Registration under DGR/PSARA, 2005/other authority as Private Security Agency.

13. In order to ensure the competence of manpower to be deployed by the Service Provider in the Hospital they must possess the following minimum qualification and physical standard :-

Sr. No.	Designation	Minimum Educational qualification	Age in years	Physical Standard	Minimum working experience
1.	Security Guards	10 th Standard	21-45	Height- Male 5'-6" Chest- Male 32" Female 5'-4"	NIL
2.	Supervisors	JCO rank in case of Ex-Serviceman or Graduate in case of civilian.	Not exceeding 50 in case of Ex-man and 45 in case of Civilian.	Height- Male 5'-6" Chest- Male 32" Female 5'4'	2 years

C. Information and Conditions relating to Submission of Bids

1. The minimum wages as notified by the **Labour Department(for Security Persons in Hospitals)** Government of Himachal Pradesh in respect of Security Personnel from time to time shall be paid by the Hospital Administration. Any increase in the minimum wages by the Govt. of Himachal Pradesh shall be reimbursed to the contractor as per details below: -
 - a) If the minimum wage is increased by an absolute amount, the contract amount will be increased by such absolute amount plus EPF, ESI and EDLI contribution as per existing law.
 - b) If the minimum wage is increased by any other method or formula, other than an absolute amount, such increase will be converted or expressed in an equivalent absolute amount, and the contract amount will be increased by such absolute amount plus EPF, ESI and EDLI contribution as per existing law.
2. **However, no increase shall be provided in the amount of Service Charge on account of enhancement of wages and that shall remain constant during the currency of contract on the basis of wages prevailing at the time of signing the contract. Hence bidder must quote the rate accordingly.**
3. **The contract shall be awarded for a period of one financial year** or a period within a financial year from the date of award of contract and the date of contract shall expire at the end of same financial year i.e last day of the next March. **The period of contract may be extended; on a certificate of outstanding performance from the local Security committee of the hospital concerned constituted by the head of the institution, by Director Health Services, H.P (DHS). But it will not be a binding on the DHS to extend the period of contract.**
4. All the pages of the tender document should be sequentially numbered and signed and uploaded online website by the owner of the firm or his Authorized signatory. In case, the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may also be uploaded with tender.
5. Bid validity will be for a period of 180 days from the opening of the bid. Prior to the expiry of the original Bid Validity Period, the tendering Authority may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period.
6. A copy of the terms and conditions shall be signed on each page and uploaded online with the technical bid as token of acceptance of terms and conditions.
7. The tender document is not transferable.

Bidding Process:

1. The Tender Document along with terms and conditions can be downloaded from <https://hptenders.gov.in> website on or before last date and time of submission of tender. Bids complete in all respect must be uploaded on website <https://hptenders.gov.in> on or before **00-00-2018** upto 0.00 PM. Thereafter no bid shall be entertained.
2. The tender document and other instructions can be downloaded or viewed from the portal <https://hptenders.gov.in> and cost of tender document (non-refundable) as mentioned in the tender form shall have to be deposited in the shape of demand draft favouring (**Name of tender Inviting Authority**) before the last date and time of submission of tender and proof thereof should be uploaded in Technical Bid of the tender document. The Earnest Money Deposit in the shape of Fixed Deposit receipt duly pledged in favour of (Name of tender Inviting Authority) or Demand Draft in the name of tender inviting authority along with Cost of tender document and physical copy of cost of tender document and Earnest Money Deposit should be submitted in an envelope and the same should be dropped in the tender box kept in the office of (**Name of tender Inviting Authority and postal address**). **The envelope should be superscripted “Tender for the supply of Security Services to be opened on” The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side corner of the envelope.**
3. **The interested agencies are required to upload the technical and financial bid separately in the format online on website <https://hptenders.gov.in>. before the last date and time of submission of tender. The technical bid shall be opened on the same day at 3:00 P.M. in the office of Tendering Inviting Authority (CMO/MS/SMO I/C) in presence of the bidders or their authorized representatives who wish to remain present.**
4. The bidder shall pay Earnest Money Deposit (EMD) and mentioned in table below and upload along with the technical bid in the form of Fixed Deposit Receipt (FDR) or Demand Draft (DD) in favour of Tender Inviting Authority (CMO/MS/SMO I/C ZH/RH/CH)-----” drawn on any Nationalized Bank/Scheduled Bank and payable at ----- . Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.

For ZH	Rs 1,50,000
For RH and CH Palampur, CH Rohroo and MGMTSC Kheneri Rampur	Rs 1,00,000
For 100 bedded or above CH	Rs 50,000

5. The Earnest Money Deposit (EMD) without interest shall be returned to the unsuccessful bidders after finalization of tender process. The EMD of the successful bidder shall be refunded on submission of adequate performance security.
6. The finally selected bidder has to enter into agreement with the institute within 15 days of awarding the work on stamp paper/non-judicial paper of Rs.100.00. Besides this as a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit (within 15 days of award of contract) an amount equal to **10% of Annual Contract value** towards Performance Security by way of Bank Guarantee/FDR duly pledged in favour of the tender inviting Authority (CMO/MS/SMO I/C ZH/RH/CH) ----- drawn on any Nationalized Bank/Scheduled Bank and payable at ----- failing which (EMD) shall be forfeited unless time extension has been granted by Hospital Administration.
7. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
8. The bid shall be valid and open for acceptance of the Competent Authority of Hospital Administration for a period of 180 days from the date of opening of the tenders (financial bid) and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
9. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
10. **The quoted service charges shall include all the expenses on Biometric Machine for attendance, walkie Talkie sets, metal detector, dress of security personnel etc, statutory obligations except as mentioned in the price bid Performa. The rate quoted should be consolidated and inclusive of all Taxes/charges, bonus, Gratuity, leave salary, etc. to be paid to the Government/any other authority/Security Personnel to be deployed, in lieu of the work contract at -----Hospital.**
11. Hospital Administration reserves the right to accept or reject any or all bids without assigning any reasons. Hospital administration also reserves the right to reject any bid which in his opinion is non

responsive or violating any of the Conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process

12. Hospital Administration may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and financial evaluation.
13. Prior to the detailed evaluation, the Hospital Administration will determine whether each Bid is acceptable qualitatively, is generally complete and is substantially responsive to the Bid Documents. For the purposes of this determination, a substantially responsive Bid is one that conforms to all the terms and conditions and specifications of the Bid Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one
 - i. that affects in any substantial way the scope, quality of performance of the Contract;
 - ii. that limits in any substantial way and /or is inconsistent with the Bid Documents or the Hospital Administration rights or the successful Bidder's obligations under the Contract;or
 - iii. Whose rectification would unfairly affect the competitive position of other Bidder's who are presenting substantially responsive Bids.
14. If a Bid is not substantially responsive, it will be rejected by the Hospital Administration and may not subsequently be made responsive by the Bidder by correction of the non- conformity.
15. **The bidder shall quote the service charges, including all expenditure on providing resources / managerial / supervisory / administrative services by all means to get the work done through the deployed security staff, both in figure and words.**
16. The bids will be evaluated by the Hospital Administration to ascertain the technically and commercially responsive bid for the complete scope of work, as detailed in the Bid Documents.
17. Tender Inviting Authority may ask for additional information / Document(s), if any. The tenderer has to submit the required information/document as asked for by the Tender Inviting Authority.
18. If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by email etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

TECHNICAL PROPOSAL

- I. The technical bids shall be evaluated on the basis of the eligibility criteria mentioned below and financial bids of only technically qualified bidder shall be opened.
- II. The technical proposals shall be evaluated on the basis of their responsiveness to the tender/bid documents, applying the qualifying criteria.

FINANCIAL PROPOSAL

The evaluation committee of the Hospital administration will assess the financial bid of the bidders who have been declared eligible after technical evaluation. The lowest amount offered by the firms / agencies as service charge shall be considered as L-1. In case the financial bid of more than one firms / agencies is same as L-1, then the work will be awarded to the firms / agencies as follows: -

- i). By toss, if tie between the two firms/agencies.**
- ii). By lottery, if tie between more than two firms/agencies.**

AWARD OF CONTRACT:

Award of contract will be issued to the L1 Bidder. If due to any reason L1 bidder is unable to deposit due performance security or execute the agreement within stipulated time after depositing the performance security then that bidder will be rejected its EMD will be forfeited and L2 bidder may be called for the negotiation and if L2 bidder agrees to work on the rates quoted by rejected L1 bidder then contract may be awarded to L2 Bidder at the L1 rates.

PAYMENT CLAUSE:

- a) The service provider must ensure that entitled wages of the workers are credited to their bank account on the 7th of the following month. Service provider will not be given any relaxation in this matter.
- b) While submitting the bill for the next month, the services provider must file a certificate certifying the following:
 - i) Wages of workers were credited to their bank accounts on (date).
 - ii) ESI Contribution relating to workers amounting to Rs. _____ was deposited on ____ (date) (Copy of the challan enclosed).
 - iii) EPF contribution relating to workers amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan enclosed).
 - iv) He is complying with all statutory Labour Laws including Minimum Wage Act.
 - v) Bio metric attendance
- c) Payment authority reserves the right to ask for a certificate issued from nodal officer (s)/in-charge of the facility (ies) certifying that the Contractor has provided satisfactory services in that particular facility for which the contractor has submitted invoice (s) for payment. It is the responsibility of the payment authority to get such certificate (s) from nodal officer/ in-charge of the facility and if nodal officers failed to issue such certificates in time, it would be presumed that services being provided by the contractor are satisfactory.

The service provider should submit the bill in accordance with the above time schedule.

PENALTIES

The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

S.N.	Description of Irregularities	Penalty
1	If the required workers are less than the minimum required.	@ Rs. 500/- per worker /day
2	Staff not in Uniform/ without I-Card.	@ Rs. 100/- per worker /day
3	Misbehavior by the Contract Manpower with health facility (ies)' employee or patient/ patient relative/ visitors. To be decided by the Hospital Administration	@ Rs. 500/- per incident
4	Recurring of irregularities given at Sr.No. 1 to 3	Double the penalties amount mentioned in Sr. No. 1 to 3

Note : In case the agency fails to provide any of equipment tools, tackles continuously for a period of

seven days, Tender Inviting Authority/ designated Nodal Officer has the right to purchase the non-available equipment/tools or tackles on the market rates and deduct the cost of same from the contractors bill in addition to the imposition of applicable penalties.

OTHER TERMS AND CONDITIONS:

1. The location, shift and provision for the required manpower shall be decided by the Hospital Administration as per the requirement of the Institute. However, the above number and arrangement of deployment of the Security personnel is without prejudice to the right of The CMO/MS/SMO I/C ZH/RH/CH----- to deploy the security personnel in any other number or manner considered to be more suitable in the interest of the Hospital.
2. **The Bidder shall ensure that the 70 % security personnel to be deployed are Bonafide Himachalis, having know how of local language & culture, healthy andnot more than the age as prescribed in the eligibility criteria.** The agency will get their antecedents, character and conduct verified by the competent authority as decided by the Hospital Administration. Bidder is bound to submit medical fitness certificate according to condition No. 16 supra to the Hospital administration after entering into agreement with Institution
3. The full particulars of the personnel to be deployed by the agency including their names and address shall be furnished to the CMO/MS/ SMO I/C ZH/RH/CH ----- along with testimonials before they are actually deployed for the job.
4. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the CMO/MS/ SMO I/C ZH/RH/CH ----- at any time without assigning any reason whatsoever.
5. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personnel shall be equipped with latest communication systems such as walkie talkie. Night Guards shall be equipped with proper protection and lightening devices. While working at the premises of Hospital, they shall work under directives and guidance of the CMO/MS/ SMO I/C ZH/RH/CH or his authorized representative located at Hospital and will be answerable to Hospital Administration.
6. The agency shall deploy security guards trained in all facets of security work, including fire fighting and the security agency shall ensure that all of them have to undergo medical examination before their employment in the Hospital. The Agency shall provide necessary undertaking and documentary evidence in this regard.
7. A senior level representative of the Agency shall visit-----Hospital at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the CMO/MS/ SMO I/C ZH/RH/CH -----, officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
8. The Agency shall ensure that any replacement of the personnel, as required by The CMO/MS/ SMO I/C ZH/RH/CH for any reason specified or otherwise shall be effected promptly without any additional cost to

the Hospital. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the CMO/MS/ SMO I/C ZH/RH/CH ----- at Agency's own cost.

9. The Agency shall provide reasonably good uniform with photo identity cards to its personnel deployed at the Hospital site at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick/baton, metal detectors, hand held metal detectors, communication set/walkie talkie set, etc. shall be borne/supplied by the Agency at its cost.
10. No residential accommodation shall be provided by The Hospital to the agency or its employees. The security agency has to make its own arrangement for the residential accommodation to the deployed staff. However, a changing/duty room shall be provided by the Hospital Administration.
11. In case of any violation under Motor Vehicle Act in the premises, they shall lodge complaint with the concerned authority. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the institution/Govt. of India/any State or any Union Territory.
12. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the CMO/MS/ SMO I/C ZH/RH/CH----- or its authorized representative. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of The CMO/MS/ SMO I/C ZH/RH/CH -----.
13. The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at -----Hospital or for any accident caused to them and the Hospital Administration shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the CMO/MS/ SMO I/C ZH/RH/CH----- for whatever reason. The Agency shall also be responsible for the insurance of its personnel if required. The security agency shall specifically ensure compliance of various Laws, rules in force, statutory regulations/Acts applicable to workers including but not limited to with the following and their re-enactments/amendments/modifications:-
 - (a) The Payment of Wages Act 1936
 - (b) The Employees Provident Fund & Misc. Provision Act, 1952
 - (c) The Factory Act, 1948
 - (d) The Contract Labour (Regulation & Abolition) Act, 1970
 - (e) The Payment of Bonus Act, 1965
 - (f) The Payment of Gratuity Act, 1972
 - (g) The Employees State Insurance Act, 1948
 - (h) The Employment of Children Act, 1938
 - (i) Industrial Disputes Act, 1947
 - (j) The equal Remuneration Act, 1976.
 - (k) The Motor Vehicle Act, 1988
 - (l) Minimum Wages Act, 1948
14. In case of any theft or **pilferages**, loss or other offences, the agency will investigate and submit a report to the CMO/MS/ SMO I/C ZH/RH/CH----- and maintain liaison with the police. FIR will be lodged by the CMO/MS/ SMO I/C ZH/RH/CH-----, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility shall be fixed.
15. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the Hospital Administration during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the Hospital Administration.
16. In case of any loss that might be caused to the Hospital Administration due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, The CMO/MS/ SMO I/C ZH/RH/CH ----- shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to Hospital----- besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, The CMO/MS/ SMO I/C ZH/RH/CH ----- shall have the right to terminate the contract forthwith or take any other action without assigning any reason whatsoever. The Agency shall indemnify Hospital-----against all liabilities on account of acts done by workers of the Contractors.
17. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
18. As and when The CMO/MS/ SMO I/C ZH/RH/CH ----- requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the CMO/MS/ SMO I/C ZH/RH/CH ----- --. Similarly, if the security personnel deployed by the agency any time are found absent from duty or

sleeping or found engaged in anti-social activities, the CMO/MS/ SMO I/C ZH/RH/CH-----a shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

19. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance and Bio-metric record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to The CMO/MS/ SMO I/C ZH/RH/CH----- an attested photocopy of the attendance (Bio-Metric) record and enclose the same with the monthly bill. Biometric machines will be installed or provided by the service provider at its own cost.
20. The CMO/MS/ SMO I/C ZH/RH/CH----- shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
21. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
22. The TDS/Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
23. In case of non compliance/non-performance of the services according the terms of the contract, the CMO/MS/ SMO I/C ZH/RH/CH ----- shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
24. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify The hospital----- against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in Hospital premises.
25. The decision of Hospital administration in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
26. For all intents and purposes, the contractor shall be employer within the meaning of the different legislations in respect of the persons so deployed by the contractor in ----- Hospital. The persons so deployed by the contractor in the institute shall have no claim of any master and servant relations nor have any principal and agent relationship with or against the Hospital Administration.
27. All liabilities arising out of accident or death while on duty shall be borne by contractor.
28. In case of any dispute between the Agency and Hospital Administration, Hospital Administration shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at----- only.
29. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to the Principal Secretary (Health) Government of Himachal Pradesh whose decision shall be final and binding to both the parties.
30. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference. In no case the successful contractor shall engage any sub contractor or transfer the contract to any third party.

Note :- Subsequent changes, if any, in the terms and conditions of bid document, shall be conveyed/displayed to the prospective bidder/tenderer through website- <https://hptenders.gov.in>, and not through newspapers. Hence the prospective bidders are requested to visit the above site for such changes.

CMO/MS/SMO I/C

ZH/RH/CH-----

DOCUMENTS TO BE UPLOADED/SUBMITTED WITH THE TENDER (MANDATORY)

Documents required in support of eligibility and qualification.

1. Copy of firm's/ agency's registration / incorporation certificate with relevant authority.
2. Scanned copy of registration with DGR/Private security agencies (Regulation) Act, 2005.
3. Scanned copy of valid registration/License certificate under Contract labor (Regulation and Abolition) Act, 1970.
4. Scanned copy of PAN along with Income Tax Returns for the **last two years**.
5. Scanned copy of Goods & Service Tax Registration certificate
6. Scanned copy of EPF registration
7. Scanned copy of ESI registration.
8. Scanned copy of performance and experience certificate, if any.
9. Undertakings on organization letter head separately to be uploaded:-
 - (i) That firm/agency shall deploy security personnel duly trained **and should be medically fit as per norms**.
 - (ii) That the firm/agency shall open the office in Himachal Pradesh and must get registered under relevant Act with the HP Government.
 - (iii) That firm/agency shall be able to deploy at least 70% Himachali as a security guard.
 - (iv) That there is no case pending with the police or any investigating agency against the proprietor/Firm/Agency/Partner and the firm/agency has not been Black Listed by the Government or Non Government organization.
10. Earnest Money of Rs. 50,000/- in the shape of Fixed Deposit Receipt(FDR)/ Demand Draft (DD) pledged in favour of the Head of the Institution.
11. The duly filled annexure (A,C,D, E,F) with required enclosures, are to be uploaded along with the technical/pre qualification bid.
12. The dully filled financial bid, Annexure B has to be uploaded separately as Price Bid.

NOTE: MANDATORY DOCUMENTS AS STATED ABOVE, IF NOT PROVIDED, BID WILL BE REJECTED STARAIGHT WAY AND WILL NOT BE CONSIDERED.

SCHEDULE-A

Responsibilities of Security Guard.

1. To act as Sentry, a guide, a scout, a watchdog for the area of his responsibilities.
2. To check every entry of public/visitors to the hospital and other area.
3. To guard all entry and exit points to control movement of visitors and to screen unauthorized visitors and guide them properly.
4. To protect lift and property and ensure smooth inflow/outflow of goods and to see that they are accompanied with vouchers/proper gate passes.
5. To assist doctors, nurses and other staff in smooth discharge of their duties in Wards, OPDs and departments.
6. To ensure closing of all the departments windows lock and doors after working hours.
7. To ensure judicious use of electricity and water by switching off the taps and other switches whenever not required.
8. To regulate visitors and vehicular traffic into the hospital in an orderly fashion.
9. To report to the concerned authority/Supervisor in case of any incidents/theft, pilferage or fire occurrence immediately.
10. To help the estate staff of Hospital in clearance of unauthorized encroachments or unauthorized occupation of houses/areas from the property of The Hospital
11. To assist in the smooth conduct of various Institute/Hospital functions.
12. To ensure safety of original/duplicate keys of various areas of his jurisdiction and closed by him.
13. He will remain smartly dressed and well maintained during his duties hours.
14. He will check all ingoing and outgoing property/goods and to ensure that they are accompanied by proper gate pass.
15. After marking his roll call he shall take over the charges of the property of his respective area and shall immediately report the same to his Supervisor.
16. The Security Guard on duty shall not leave his post unattended in any case without prior permission of the authorities.
17. The security Guards shall ensure that all doors/windows are properly locked after working hours and in case of any negligence the same shall be reported to Security Supervisor immediately.
18. The Security Guard on duty would also assist to put off the fire hazards in case of fire.
19. If any area is left unlocked then in that case temporary lock is affixed and area kept guarded till the arrival of staff of the same area.
20. He will beat his area after regular interval.
21. Any other responsibilities which may be assigned to him by the Chief Security Officer/Security Officer or any officer of Hospital Administration from time to time.

SCHEDULE-B

Responsibilities of Security Supervisor:-

1. He will be called as a shift In charge.
2. He will be responsible for taking roll call of the Security Guards of his shift.
3. He will ensure that each Security Guard in his shift comes on duty well in time and smartly dressed.
4. He will made surprise check of the staff and report any incident of theft/pilferage/loss/fire etc. immediately to the Hospital authority.
5. He will monitor all the Trade Unions and other activities occurring Hospital Campus and keep his superiors well informed of such activities.
6. Any act of indiscipline, slackness on the part of staff will be reported to the concerned officer duly authorized by the Hospital Administration.
7. He should ensure that all the sensitive posts are provided security cover.
8. He will make adjustment of duties in case of any person is absent from duty.

9. In case of any worker is found slack, asleep, under influence of liquor, negligent or absent while on duty, he should immediately submit a report to this effect at once to the concerned officer duly authorized by the Hospital Administration.
10. He shall carry out all such other duties, which are assigned to him from time to time by the Hospital Administration.

Annexure-A

(ON ORGANIZATIONAL LETTER HEAD)

EXPERIENCE AND SATISFACTORY PERFORMANCE CERTIFICATE

It is certified that M/s _____ has provided _____ Number of Security Supervisor and _____ Number of security Guards in this organization w.e.f _____ to _____.

It is, further, certified that the security services of M/s _____ during the above period has been found (Satisfactory/unsatisfactory).

Signature with name and Seal

Annexure-B

FINANCIAL BID FOR SECURITY SERVICES

FINANCIAL BID/BOQ will be uploaded online on website <https://hptenders.gov.in> in excel form uploaded along with the tender document

Manpower Charges:					
	Description of manpower and accessories required for Security services:	<u>Rate per month per worker</u>			
		Amt. per worker	EPF(12%)+EDLI(0.5%)+ Admn charges(1.11%) = 13.61% of column b	ESI @ 4.75% of column b	Total (b+c+d)
	A	b	C	D	E
1	Trained Security Guard in Uniform with I-card, shoes , belts, cap and name plates etc. for providing round the clock Security Services at health facilities	215.55	29.34	10.24	255.13
2	Supervisor in Uniform with I-card and name plates for providing round the clock Security Services at health facilities	257.12	35.00	12.21	304.33
Manpower charges claimed as wages by the contractor shall be reimbursed on the basis of payment made by contractors to their workers deployed at Health Facilities					
B.	Management Fee/ services charges:			Total Amount per Month	Total Amount per Year
	Service charge/ management fee should include all expenditure on providing resources /managerial/ supervisor / administrative services by all means to get the work done through the deployed security staff. Including Goods and Service Tax (GST) as applicable.				

Note: -

1. The rates quoted above are as per the wages fixed by the Department of Labour & Employment of Himachal Pradesh currently in force and subject to revision from time to time by the H.P. Government.
2. Income Tax will be deducted at source.
3. Goods & Service Tax (GST) as applicable shall be reimbursed to the contractor on production of proof of having deposited the same with the concerned department.
4. The service charge must not be quoted as zero and also should be not be less or equal to TDS i.e. 2%.
5. **If the same service provider is having contract at different locations within the state for same number of persons than the lowest rates quoted/approved at any location will be applicable for all the institutions within the state.**

Signature of tenderer

Name and designation of signatory with seal

Annexure-C

TECHNICAL BID FORMAT

1	Name of the Tenderer Organization/Agency	
2	Address of the Tenderer Organization/Agency	
3	Phone number	
4	Mobile Number	
5	Email address	
6	Type of security agency	
7	Name of the authority with Agency is Registered to provide security services	
	Registration Number and date	
	Registration valid up to	
	Registration and other documents	
8	Details of Registration with	

	DGR/PSARA, 2005/other authority	
9	Details of registration of EPF :	
10	Details of registration of EDLI	
11	ESI Code:	
12	Goods and Service Tax (GST)Registration No.(Attach copies of return for the last three years)	
13	PAN No.(Attach copies of return for the last two years)	
14	Registration details as Sole Proprietor, Partnership Firm, Company, body of individuals etc.	
15	All undertakings as per tender condition (attached or not)	
16	Names and Address of BOD members & Regd. Office attached or not.	
17	Infrastructure and other detail (with documentary proof) :	
18	Details of Training School/s if any	
19	Detail of FDR/DD Rs. 50,000.00 towards bid security (EMD)	
20	Detail of DD/ cash receipt No. and date of Rs 1000/- for purchase of tender document	

Annexure-D

DECLARATION BY THE TENDERER

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

(Signature of Tenderer with seal)

Name	
Address	
Phone No	
Moblile No	
Fax No.	
E-mail	
Place	
Date	

Annexure-E

Details of staff available with the agency

Sr. No.	Name	Employee code	Qualification	ESI No.	PF No.	Experience in providing security (Years)

The above format may be used to provide employee details. Use extra sheet, if required. Please enlist max. 50 personnel detail.

Signature of tenderer

Name and designation of signatory with seal

Date:

Place:

N.B.: The above details, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical tender.

Annexure-F

PROFORMA FOR THE PERFORMANCE STATEMENT OF TENDERER: -

Sr.No	Name & address of client ; Name , designation & contact No./ e-mail ID of the officer concerned	Contact details including total manpower deployed	Value of contract (Rs.)	Duration of the contact (From--- to----- -)	Client satisfactory certificate enclosed(Yes/No)

	Additional information , if any				

Signature of tenderer

Name and designation of signatory with seal

Date:

Place:

N.B.: The above details, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical tender.

MAN POWER REQUIREMENT: *(to be decided by the authority before floating the tender)*

S.No.	Manpower description	Qualifications & experience	Nos.
1	Supervisors	Graduate as Security Guards OR Ex-servicemen Age should not be above 55 Years.	For ZH -3 For RH & Palam pur, Rohru & MGMSC Khaneri Rampur-2 For 100 bedded or above civil hospitals -1
2	Security Personnel	Matriculate(10th)as Security Guards Age should not be above 50 years.	For ZH – 21, additional for CMO office -02 For RH & Palam pur, Rohru & MGMSC Khaneri Rampur-15, additional for CMO office -02 For 100 bedded or above civil hospitals -12

It is the responsibility of contractor to provide minimum no. of manpower as per the schedule. All the Security staff posted by the contractor shall be verified of their police records and other information prior to posting at health facilities. Contractor shall not place any security staff in the health facilities where the relatives of that particular security staff are working.

SECURITY TENDER DOCUMENT 2018

Tender regarding outsourcing of Security Services in 100 bedded and above Hospitals of the State (ZH, DH &CH)

(Please enter Name and Address of tender Inviting Authority)

Sr. MS/SENIOR MEDICAL OFFICER I/C ZH/RH/CH-----

Phone:.....Fax:.....

NOTICE INVITING TENDER (NIT)

Tender Reference Number.....

Date.....

Tenders are invited from registered Firms, Proprietorship firm(s)/ Partnership firm(s) / Company/ Corporation/Cooperative Society or any legal entity for providing SECURITY SERVICES for the (**Name of institution & Address**). The Tender Document along with terms and conditions can be obtained from the office of SMO I/C ZH/RH/CH----- on cash payment of Rs.1000/- on any working day on or before ----- between 11.00 AM to 1.00 PM. The Last date and time for submission & uploading of filled in tender documents isup toPM. The Tender will be opened onatThe duly completed tender form along with Cost of Tender Document , Earnest Money Deposit of Rs._____ (Rupees _____) in the form of Demand Draft(DD) or Fixed Deposit Receipt (FDR) pledged in favour of (Name of tender Inviting Authority, Address) issued by any of the Scheduled Bank along with other required documents should be submitted/dropped in the tender box placed in the (Name of institution & Address) before the last date and time fixed for submission of the tender. to the office of (**Name of institution & Address**). All subsequent corrigendum, modifications and clarifications in respect of this tender may be published only on the notice boards/press. The bidders are advised to visit the aforesaid office (**Name of institution & Address**) regularly regarding corrigendum, modifications and clarifications in respect of this tender. The undersigned reserves the right to reject any or all the tender offers without assigning any reason.

The tenders without earnest money or short or not in form specified above will be rejected straightway. In case any date mentioned above happens to be a holiday, the next day will be considered as due date.

(Designation of the Tender Inviting Authority)

Himachal Pradesh

Amendments to TE documents

- a) At any time prior to the deadline for submission of tenders, the purchaser may, for any reason as deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. All such amendment may be notified only on the notice boards of the hospitals, amendments or corrigendum in respect of this tender may be issued in the press. Prospective bidders are advised to contact the tender inviting authority regularly in this regard.
- b) In order to provide reasonable time to the prospective Service Provider/Contractor to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

Clarification of TE documents

A Service Provider/Contractor requiring any clarification on any issue of the TE documents may take up the same with the purchaser in writing on:..... **(Please Enter Communication Address of Tender Inviting Authority)** purchaser will respond in writing only to such request provided the same is received by the purchaser not later than seven days (unless otherwise specified in the SIT) prior to the prescribed Last date & time for submission of tender.

INSTRUCTIONS FOR SUBMISSION OF COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT

The tender document and other instructions can be obtained from the office of **(Name of Branch institution & Address)** and cost of tender document (non-refundable) as mentioned in the tender form shall have to be deposited in the shape of demand draft favoring **(Name of tender Inviting Authority)** before the last date and time of submission of tender and proof thereof should be enclosed in Technical Bid of the tender document. The Earnest Money Deposit in the shape of Fixed Deposit receipt duly pledged in favour of **(Name of tender Inviting Authority)** (Minimum for a period of Six month) or Demand Draft along with Cost of tender document should be submitted in an envelope and the same should be dropped in the tender box kept in the office of **(Name of tender Inviting Authority and postal address)**. **The envelope should be superscripted “Tender for the outsourcing of Security Services to be opened on” The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side corner of the envelope**

General Instructions

- h) Tenders not confirming to the essential requirements, as per check list will be rejected and no correspondence thereof shall be entertained whatsoever.
- i) Price bid of only those Service Provider/Contractor shall be opened who are found eligible at the pre-qualification stage.
- j) **The contract shall be awarded for a period of one financial year or a period within a financial year from the date of award of rate contract and the rate contract shall expire at the end of same financial year i.e last day of the next March. The period of contract may be extended, on a certificate of outstanding performance from the local Sanitation committee**

of the hospital concerned, by Director Health Services, H.P (DHS). But it will not be a binding on the DHS to extend the period of contract.

- k) Bids submitted must be unconditional and no communication will be made till the finalization. Late and delayed tenders will not be accepted.
- l) *The Tender Inviting Authority*(CMO/MS/BMO/SMO I/C) reserves the right to accept or reject any or all the tenders without assigning any reason thereof

I. SUBMISSION OF TENDER: GENERAL CONDITIONS

- 1. The tender must be submitted in two parts
 - (A) Pre Qualification bid
 - (B) Price bid. (Financial Bid)

The two bids must be submitted in **two separate envelopes-I & II, clearly marked as “Pre -**

Qualification bid” and “Price bid” as the case may be, and must be put in the **single envelope**. Both the envelopes-I & II and the single envelope containing them should be sealed properly & individually.

The single sealed envelope containing both the sealed envelopes-I & II bearing the name & complete postal address of the bidder **must be super-scribed/** marked as **“Tender for outsourcing Security Services in respect of (Name of Hospital)”** and should be addressed to the Chief Medical Officer, MS/SMO I/C, HP. **Sealed Envelop-I super-scribed** as **“Pre-Qualification Bid for outsourcing Security Services** in respect of (Name of Hospital)”– **will contain all essential documents for Pre-Qualification bid.**

Sealed Envelop-II- super-scribed as: **“Price Bid for outsourcing Security Services in respect of (Name of Hospital)”** - will contain **“Price Bid”** duly filled in the **Annexure-B** of Tender Form.

SCOPE AND GENERAL CONDITIONS

A. Scope of Work:

Providing Security services at ZH/RH/CH----- by deploying required number of Security Personnel.

9. The Agency shall provide Security services by deploying number of persons as mentioned at **Annexure G** and well-disciplined security personnel who shall safeguard the buildings, moveable and immovable assets, equipments and other items at the above premises from any thefts, pilferage or damage, maintain discipline, law & order, traffic management within the complex, safety of vehicles in the parking complex, monitoring of trespassing and also ensure safety of the employees, students, visitors, guests or any other persons working in the complex/premises. However, this number may vary depending upon the requirement and decision of the Government of Himachal Pradesh from time to time. The duties/responsibilities of the Security Supervisors and Guards are enclosed at **Schedule A and B** respectively.
10. The security personnel shall be deployed round the clock in 3 shifts as per the duty chart assigned by the Hospital administration. In case any employee of the contractor is on leave or absent from the duty for any reasons; the contractor would provide substitute/replacement without any delay, failing of which the contractor shall be liable to pay double amount of wages to the Hospital administration till such period his/her substitute is provided. This amount shall be chargeable against the Performance Security.
11. The Agency shall be responsible for opening/closing of the building and rooms and other security related works as necessitated/directed by Hospital administration on working and closed days.
12. The Agency shall ensure that water taps/lights/ACs/heaters are not left on after close of working hours on normal working days as well as on off days, as the case may be.
13. The Agency shall maintain records of inward and outward movement of materials and vehicles, etc. with proper check on the same as per instructions given from time to time by Hospital Administration. And check the movements of people inside the premises of Hospitals.
14. The Security Agency has to install either metal detectors at sensitive points or majority of security guards to be deployed in hospital premises have to be provided with hand held metal detector for proper checking in suspicious cases.
15. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
16. The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security.

B. Eligibility Criteria for Bidding Firms/Agencies:

The bidder should possess the following eligibility criteria failing which the offer shall not be considered. If firms/Agencies with following criteria are not available, Hospital Administration shall consider lower ranked bidder for merit.

14. The Bidder must be registered Firms, Proprietorship firm(s)/ Partnership firm(s) / Company/ Corporation/Cooperative Society or any legal entity legally constituted and registered with appropriate authority.
15. It must be empanelled/registered with DGR or under Private Security Agencies(Regulation) Act, 2005 or under any other acts as private security agency as required by law and as per rules in force and should be valid at least for 12 months from the date of the opening of tender.
16. Security guards trained in all facets of security work and fire fighting shall have to be deployed in the Hospital. New appointment of security personnel shall be made only with the prior approval of committee constituted by the Hospital for the purpose.
17. The bidder shall be capable of providing guards and have centralized 24 hours manned control room backed up with walkie talkie sets and quick reaction team(QRT).
18. The names and address of Board of Directors, the address of registered office, Branch office and Regional offices has to be provided.
19. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipments.
20. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)/Society/any other and the firm should not be blacklisted. An undertaking to this effect on firm's letterhead should be attached.
21. Bidder must be having a registered office in HP and if award is given to any agency which is not having registered office anywhere in HP they will have to open it within one month of issue of award letter & and to get it registered with H.P. Govt.
22. The successful bidder has to procure a valid License under Contract Labour (Regulation & Abolition) Act, 1970 for deployment/engagement of labour within one month from the award of Contract.
23. The agency shall ensure that the 70 % security personnel to be deployed are Bonafide Himachalis, having knowledge of local language & culture, healthy and not more than the age as prescribed in the eligibility criteria.

24. Qualification Criteria:

Sr. MS/Senior Medical Officer I/C ZH/RH/CH reserve the right to modify or relax the eligibility criteria in case none of the tenderer is able to fulfil the required criteria. No relaxation will be given as far as statutory requirements are concerned.

- iv. The service provider/ bidder should have at least two experience of providing security services in any organization run by Central Government / State Government Departments / Public or Private Sector Companies / Undertakings / Autonomous Bodies by deploying at least 20 Security Guards.
- v. The Experience and satisfactory performance certificate on the organization letter head duly signed by the Head of the organization should be Enclosed as per **Annexure A.**
- vi. Service provider / Contractor shall have minimum turn over as mentioned in the table below in the preceding two years. Service provider / Contractor shall submit certificate in support of turn over claimed.

Zonal Hospitals	Rs 25,00,000
Regional Hospitals and Civil Hospital Palampur, Civil Hospital Rohroo and MGMSC Kheneri Rampur	Rs 10,00,000

100 bedded or above Civil Hospital	Rs 5,00,000
---	--------------------

25. The bidder shall have the following mandatory Registrations failing which bid shall not be considered and details of the same be provided in the Technical Bid along with documentary proof:

- (a) PF and EDLI Registration:
- (b) ESI Registration:
- (c) Goods and Service Tax(GST) Registration:
- (d) Should have PAN from Income Tax Department.
- (e) Registration as proprietary firm, Partnership firm, Limited Company, Society, any other corporate body etc., as the case may be.
- (f) Registration under DGR/PSARA, 2005/other authority as Private Security Agency.

26. In order to ensure the competence of manpower to be deployed by the Service Provider in the Hospital they must possess the following minimum qualification and physical standard :-

Sr. No.	Designation	Minimum Educational qualification	Age in years	Physical Standard	Minimum working experience
1.	Security Guards	10 th Standard	21-45	Height- Male 5'-6" Chest- Male 32" Female 5'-4"	NIL
2.	Supervisors	JCO rank in case of Ex-Serviceman or Graduate in case of civilian.	Not exceeding 50 in case of Ex-man and 45 in case of Civilian.	Height- Male 5'-6" Chest- Male 32" Female 5'4'	2 years

C. Information and Conditions relating to Submission of Bids

19. The minimum wages as notified by the **Labour Department(for Security Persons in Hospitals)** Government of Himachal Pradesh in respect of Security Personnel from time to time shall be paid by the Hospital Administration. Any increase in the minimum wages by the Govt. of Himachal Pradesh shall be reimbursed to the contractor as per details below: -
 - a) If the minimum wage is increased by an absolute amount, the contract amount will be increased by such absolute amount plus EPF, ESI and EDLI contribution as per existing law.
 - c) If the minimum wage is increased by any other method or formula, other than an absolute amount, such increase will be converted or expressed in an equivalent absolute amount, and the contract amount will be increased by such absolute amount plus EPF, ESI and EDLI contribution as per existing law.
8. **However, no increase shall be provided in the amount of Service Charge on account of enhancement of wages and that shall remain constant during the currency of contract on the basis of wages prevailing at the time of signing the contract. Hence bidder must quote the rate accordingly.**
9. **The contract shall be awarded for a period of one financial year** or a period within a financial year from the date of award of contract and the date of contract shall expire at the end of same financial year i.e last day of the next March. **The period of contract may be extended; on a certificate of outstanding performance from the local Security committee of the hospital concerned constituted by the head of the institution, by Director Health Services, H.P (DHS). But it will not be a binding on the DHS to extend the period of contract.**
10. All the pages of the tender document should be sequentially numbered, signed and enclosed with the duly filled in tender document by the owner of the firm or his Authorized signatory. In case, the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may also be enclosed with tender.
11. Bid validity will be for a period of 180 days from the opening of the bid. Prior to the expiry of the original Bid Validity Period, the tendering Authority may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period.
12. A copy of the terms and conditions shall be signed on each page and Enclosed online with the technical bid as token of acceptance of terms and conditions.
13. The tender document is not transferable.

Bidding Process:

1. The Tender Document along with terms and conditions can be obtained from the office of the SMO I/C ZH/RH/CH-----on cash payment of Rs.1000/- on any working day on or before----- between 11.00 AM to 1.00 PM. Bids complete in all respect must be submitted in the office of the SMO I/C----- upto 1.00 PM on -----. There after no bid shall be entertained. In the event of date of submission of bids being declared as holiday, the bids will be received up to the appointed time on the next working day. The Tender Document along with terms and conditions can be downloaded from <https://hptenders.gov.in> website on or before last date and time of submission of tender. Bids complete in all respect must be Enclosed on website<https://hptenders.gov.in> on or before **00-00-2018** upto 0.00 PM. Thereafter no bid shall be entertained.
2. The cost of tender document (non-refundable) as mentioned in the tender form shall have to be deposited in the shape of demand draft favouring (**Name of tender Inviting Authority**) before the last date and time of submission of tender and proof thereof should be enclosed in Technical Bid of the tender document. The Earnest Money Deposit in the shape of Fixed Deposit receipt duly pledged in favour of (Name of tender Inviting Authority) or Demand Draft in the name of tender inviting authority along with Cost of tender document and physical copy of cost of tender document and Earnest Money Deposit should be submitted in an envelope and the same should be dropped in the tender box kept in the office of (**Name of tender Inviting Authority and postal address**). **The envelope should be superscripted “Tender for the supply of Security Services to be opened on**” **The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side corner of the envelope.**
3. **The interested agencies are required to submit the technical and financial bid separately in the enclosed format before the last date and time of submission of tender. The technical bid shall be opened on the same day at 3:00 P.M. in the office of Tendering Inviting Authority (CMO/MS/SMO I/C)** in presence of the bidders or their authorized representatives who wish to remain present.
4. The bidder shall pay Earnest Money Deposit (EMD) as mentioned in table below and enclose along with the technical bid in the form of Fixed Deposit Receipt(FDR) or Demand Draft (DD)in favour of Tender Inviting Authority(**CMO/MS/SMO I/C ZH/RH/CH**)-----” drawn on any Nationalized Bank/Scheduled Bank and payable at -----. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.

For ZH	Rs 1,50,000
For RH and CH Palampur, CH Rohroo and MGMSC Kheneri Rampur	Rs 1,00,000
For 100 bedded or above CH	Rs 50,000

5. The Earnest Money Deposit (EMD) without interest shall be returned to the unsuccessful bidders after finalization of tender process. The EMD of the successful bidder shall be refunded on submission of adequate performance security.
6. The finally selected bidder has to enter into agreement with the institute within 15 days of awarding the work on stamp paper/non-judicial paper of Rs.100.00. Besides this as a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit (within 15 days of award of contract) an amount equal to **10% of Annual Contract value** towards Performance Security by way of Bank Guarantee/FDR duly pledged in favour of the tender inviting Authority(**CMO/MS/SMO I/C ZH/RH/CH**) ----- drawn on any Nationalized Bank/Scheduled Bank and payable at ----- failing which (EMD) shall be forfeited unless time extension has been granted by Hospital Administration.
7. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
8. The bid shall be valid and open for acceptance of the Competent Authority of Hospital Administration for a period of 180 days from the date of opening of the tenders (financial bid) and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
9. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
10. **The quoted service charges shall include all the expenses on Biometric Machine for attendance, walkie Talkie sets, metal detector, dress of security personnel etc, statutory obligations except as mentioned in the price bid Performa. The rate quoted should be consolidated and inclusive of all Taxes/charges, bonus, Gratuity, leave salary, etc. to be paid to the Government/any other authority/Security Personnel to be deployed, in lieu of the work contract at -----Hospital.**

11. Hospital Administration reserves the right to accept or reject any or all bids without assigning any reasons. Hospital administration also reserves the right to reject any bid which in his opinion is non responsive or violating any of the Conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process
12. Hospital Administration may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and financial evaluation.
13. Prior to the detailed evaluation, the Hospital Administration will determine whether each Bid is acceptable qualitatively, is generally complete and is substantially responsive to the Bid Documents. For the purposes of this determination, a substantially responsive Bid is one that conforms to all the terms and conditions and specifications of the Bid Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one
 - iv. that affects in any substantial way the scope, quality of performance of the Contract;
 - v. that limits in any substantial way and /or is inconsistent with the Bid Documents or the Hospital Administration rights or the successful Bidder's obligations under the Contract;
 - or
 - vi. Whose rectification would unfairly affect the competitive position of other Bidder's who are presenting substantially responsive Bids.
14. If a Bid is not substantially responsive, it will be rejected by the Hospital Administration and may not subsequently be made responsive by the Bidder by correction of the non- conformity.
- 15. The bidder shall quote the service charges, including all expenditure on providing resources / managerial / supervisory / administrative services by all means to get the work done through the deployed security staff, both in figure and words.**
16. The bids will be evaluated by the Hospital Administration to ascertain the technically and commercially responsive bid for the complete scope of work, as detailed in the Bid Documents.
17. Tender Inviting Authority may ask for additional information / Document(s), if any. The tenderer has to submit the required information/document as asked for by the Tender Inviting Authority.
18. If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by email etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

TECHNICAL PROPOSAL

- III. The technical bids shall be evaluated on the basis of the eligibility criteria mentioned below and financial bids of only technically qualified bidder shall be opened.
- IV. The technical proposals shall be evaluated on the basis of their responsiveness to the tender/bid documents, applying the qualifying criteria.

FINANCIAL PROPOSAL

The evaluation committee of the Hospital administration will assess the financial bid of the bidders who have been declared eligible after technical evaluation. The lowest amount offered by the firms / agencies as service charge shall be considered as L-1. In case the financial bid of more than one firms / agencies is same as L-1, then the work will be awarded to the firms / agencies as follows: -

- i). By toss, if tie between the two firms/agencies.**
- ii). By lottery, if tie between more than two firms/agencies.**

AWARD OF CONTRACT:

Award of contract will be issued to the L1 Bidder. If due to any reason L1 bidder is unable to deposit due performance security or execute the agreement within stipulated time after depositing the performance security then that bidder will be rejected its EMD will be forfeited and L2 bidder may be called for the negotiation and if L2 bidder agrees to work on the rates quoted by rejected L1 bidder then contract may be awarded to L2 Bidder at the L1 rates.

PAYMENT CLAUSE:

- c) The service provider must ensure that entitled wages of the workers are credited to their bank account on the 7th of the following month. Service provider will not be given any relaxation in this matter.
- d) While submitting the bill for the next month, the services provider must file a certificate certifying the following:
 - vi) Wages of workers were credited to their bank accounts on (date).
 - vii) ESI Contribution relating to workers amounting to Rs. _____ was deposited on ____ (date) (Copy of the challan enclosed).
 - viii) EPF contribution relating to workers amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan enclosed).
 - ix) He is complying with all statutory Labour Laws including Minimum Wage Act.
 - x) Bio metric attendance
- e) Payment authority reserves the right to ask for a certificate issued from nodal officer (s)/in-charge of the facility (ies) certifying that the Contractor has provided satisfactory services in that particular facility for which the contractor has submitted invoice (s) for payment. It is the responsibility of the payment authority to get such certificate (s) from nodal officer/ in-charge of the facility and if nodal officers failed to issue such certificates in time, it would be presumed that services being provided by the contractor are satisfactory.

The service provider should submit the bill in accordance with the above time schedule.

PENALTIES

The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

S.N.	Description of Irregularities	Penalty
1	If the required workers are less than the minimum required.	@ Rs. 500/- per worker /day
2	Staff not in Uniform/ without I-Card.	@ Rs. 100/- per worker /day
3	Misbehavior by the Contract Manpower with health facility (ies)' employee or patient/ patient relative/ visitors. To be decided by the Hospital Administration	@ Rs. 500/- per incident
4	Recurring of irregularities given at Sr.No. 1 to 3	Double the penalties amount mentioned in Sr. No. 1 to 3

Note : In case the agency fails to provide any of equipment tools, tackles continuously for a period of seven days, Tender Inviting Authority/ designated Nodal Officer has the right to purchase the non-available equipment/tools or tackles on the market rates and deduct the cost of same from the contractors bill in addition to the imposition of applicable penalties.

OTHER TERMS AND CONDITIONS:

31. The location, shift and provision for the required manpower shall be decided by the Hospital Administration as per the requirement of the Institute. However, the above number and arrangement of deployment of the Security personnel is without prejudice to the right of The CMO/MS/SMO I/C ZH/RH/CH----- to deploy the security personnel in any other number or manner considered to be more suitable in the interest of the Hospital.
32. **The Bidder shall ensure that the 70 % security personnel to be deployed are Bonafide Himachalis, having know how of local language & culture, healthy andnot more than the age as prescribed in the eligibility criteria.** The agency will get their antecedents, character and conduct verified by the competent authority as decided by the Hospital Administration. Bidder is bound to submit medical fitness certificate according to condition No. 16 supra to the Hospital administration after entering into agreement with Institution
33. The full particulars of the personnel to be deployed by the agency including their names and address shall be furnished to the CMO/MS/ SMO I/C ZH/RH/CH ----- along with testimonials before they are actually deployed for the job.
34. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the CMO/MS/ SMO I/C ZH/RH/CH ----- at any time without assigning any reason whatsoever.
35. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personnel shall be equipped with latest communication systems such as walkie talkie. Night Guards shall be equipped with proper protection and lightening devices. While working at the premises of Hospital, they shall work under directives and guidance of the CMO/MS/ SMO I/C ZH/RH/CH or his authorized representative located at Hospital and will be answerable to Hospital Administration.
36. The agency shall deploy security guards trained in all facets of security work, including fire fighting and the security agency shall ensure that all of them have to undergo medical examination before their employment in the Hospital. The Agency shall provide necessary undertaking and documentary evidence in this regard.
37. A senior level representative of the Agency shall visit-----Hospital at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the CMO/MS/ SMO I/C ZH/RH/CH -----, officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
38. The Agency shall ensure that any replacement of the personnel, as required by The CMO/MS/ SMO I/C ZH/RH/CH for any reason specified or otherwise shall be effected promptly without any additional cost to

the Hospital. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the CMO/MS/ SMO I/C ZH/RH/CH ----- at Agency's own cost.

39. The Agency shall provide reasonably good uniform with photo identity cards to its personnel deployed at the Hospital site at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick/baton, metal detectors, hand held metal detectors, communication set/walkie talkie set, etc. shall be borne/supplied by the Agency at its cost.
40. No residential accommodation shall be provided by The Hospital to the agency or its employees. The security agency has to make its own arrangement for the residential accommodation to the deployed staff. However, a changing/duty room shall be provided by the Hospital Administration.
41. In case of any violation under Motor Vehicle Act in the premises, they shall lodge complaint with the concerned authority. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the institution/Govt. of India/any State or any Union Territory.
42. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the CMO/MS/ SMO I/C ZH/RH/CH----- or its authorized representative. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of The CMO/MS/ SMO I/C ZH/RH/CH -----.
43. The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at -----Hospital or for any accident caused to them and the Hospital Administration shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the CMO/MS/ SMO I/C ZH/RH/CH----- for whatever reason. The Agency shall also be responsible for the insurance of its personnel if required. The security agency shall specifically ensure compliance of various Laws, rules in force, statutory regulations/Acts applicable to workers including but not limited to with the following and their re-enactments/amendments/modifications:-
 - (m) The Payment of Wages Act 1936
 - (n) The Employees Provident Fund & Misc. Provision Act, 1952
 - (o) The Factory Act, 1948
 - (p) The Contract Labour (Regulation & Abolition) Act, 1970
 - (q) The Payment of Bonus Act, 1965
 - (r) The Payment of Gratuity Act, 1972
 - (s) The Employees State Insurance Act, 1948
 - (t) The Employment of Children Act, 1938
 - (u) Industrial Disputes Act, 1947
 - (v) The equal Remuneration Act, 1976.
 - (w) The Motor Vehicle Act, 1988
 - (x) Minimum Wages Act, 1948
44. In case of any theft or **pilferages**, loss or other offences, the agency will investigate and submit a report to the CMO/MS/ SMO I/C ZH/RH/CH----- and maintain liaison with the police. FIR will be lodged by the CMO/MS/ SMO I/C ZH/RH/CH-----, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility shall be fixed.
45. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the Hospital Administration during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the Hospital Administration.
46. In case of any loss that might be caused to the Hospital Administration due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, The CMO/MS/ SMO I/C ZH/RH/CH ----- shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to Hospital----- besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, The CMO/MS/ SMO I/C ZH/RH/CH ----- shall have the right to terminate the contract forthwith or take any other action without assigning any reason whatsoever. The Agency shall indemnify Hospital-----against all liabilities on account of acts done by workers of the Contractors.
47. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
48. As and when The CMO/MS/ SMO I/C ZH/RH/CH ----- requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the CMO/MS/ SMO I/C ZH/RH/CH ----- --. Similarly, if the security personnel deployed by the agency any time are found absent from duty or

sleeping or found engaged in anti-social activities, the CMO/MS/ SMO I/C ZH/RH/CH-----a shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

49. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance and Bio-metric record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to The CMO/MS/ SMO I/C ZH/RH/CH----- an attested photocopy of the attendance (Bio-Metric) record and enclose the same with the monthly bill. Biometric machines will be installed or provided by the service provider at its own cost.
50. The CMO/MS/ SMO I/C ZH/RH/CH----- shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
51. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
52. The TDS/Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
53. In case of non compliance/non-performance of the services according the terms of the contract, the CMO/MS/ SMO I/C ZH/RH/CH ----- shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
54. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify The hospital----- against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in Hospital premises.
55. The decision of Hospital administration in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
56. For all intents and purposes, the contractor shall be employer within the meaning of the different legislations in respect of the persons so deployed by the contractor in ----- Hospital. The persons so deployed by the contractor in the institute shall have no claim of any master and servant relations nor have any principal and agent relationship with or against the Hospital Administration.
57. All liabilities arising out of accident or death while on duty shall be borne by contractor.
58. In case of any dispute between the Agency and Hospital Administration, Hospital Administration shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at----- only.
59. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to the Principal Secretary (Health) Government of Himachal Pradesh whose decision shall be final and binding to both the parties.
60. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference. In no case the successful contractor shall engage any sub contractor or transfer the contract to any third party.

Note :- Subsequent changes, if any, in the terms and conditions of bid document, shall be conveyed/displayed to the prospective bidder/tenderer through website- <https://hptenders.gov.in>, and not through newspapers. Hence the prospective bidders are requested to visit the above site for such changes.

CMO/MS/SMO I/C

ZH/RH/CH-----

DOCUMENTS TO BE ENCLOSED/SUBMITTED WITH THE TENDER (MANDATORY)

Documents required in support of eligibility and qualification.

1. Copy of firm's/ agency's registration / incorporation certificate with relevant authority.
2. Scanned copy of registration with DGR/Private security agencies (Regulation) Act, 2005.
3. Scanned copy of valid registration/License certificate under Contract labor (Regulation and Abolition) Act, 1970.
4. Scanned copy of PAN along with Income Tax Returns for the **last two years**.
5. Scanned copy of Goods & Service Tax Registration certificate
6. Scanned copy of EPF registration
7. Scanned copy of ESI registration.
8. Scanned copy of performance and experience certificate, if any.
9. Undertakings on organization letter head separately to be Enclosed:-
 - (i) That firm/agency shall deploy security personnel duly trained **and should be medically fit as per norms**.
 - (ii) That the firm/agency shall open the office in Himachal Pradesh and must get registered under relevant Act with the HP Government.
 - (iii) That firm/agency shall be able to deploy at least 70% Himachali as a security guard.
 - (iv) That there is no case pending with the police or any investigating agency against the proprietor/Firm/Agency/Partner and the firm/agency has not been Black Listed by the Government or Non Government organization.
13. Earnest Money of Rs. 50,000/- in the shape of Fixed Deposit Receipt(FDR)/ Demand Draft (DD) pledged in favour of the Head of the Institution.
14. The duly filled annexure (A,C,D, E,F) with required enclosures, are to be enclosed along with the technical/qualification bid.
15. The dully filled financial bid, Annexure B has to be submitted separately as Price Bid.

NOTE: MANDATORY DOCUMENTS AS STATED ABOVE, IF NOT PROVIDED, BID WILL BE REJECTED STARAIGHT WAY AND WILL NOT BE CONSIDERED.

SCHEDULE-A

Responsibilities of Security Guard.

22. To act as Sentry, a guide, a scout, a watchdog for the area of his responsibilities.
23. To check every entry of public/visitors to the hospital and other area.
24. To guard all entry and exit points to control movement of visitors and to screen unauthorized visitors and guide them properly.
25. To protect lift and property and ensure smooth inflow/outflow of goods and to see that they are accompanied with vouchers/proper gate passes.
26. To assist doctors, nurses and other staff in smooth discharge of their duties in Wards, OPDs and departments.
27. To ensure closing of all the departments windows lock and doors after working hours.
28. To ensure judicious use of electricity and water by switching off the taps and other switches whenever not required.
29. To regulate visitors and vehicular traffic into the hospital in an orderly fashion.
30. To report to the concerned authority/Supervisor in case of any incidents/theft, pilferage or fire occurrence immediately.
31. To help the estate staff of Hospital in clearance of unauthorized encroachments or unauthorized occupation of houses/areas from the property of The Hospital
32. To assist in the smooth conduct of various Institute/Hospital functions.
33. To ensure safety of original/duplicate keys of various areas of his jurisdiction and closed by him.
34. He will remain smartly dressed and well maintained during his duties hours.
35. He will check all ingoing and outgoing property/goods and to ensure that they are accompanied by proper gate pass.
36. After marking his roll call he shall take over the charges of the property of his respective area and shall immediately report the same to his Supervisor.
37. The Security Guard on duty shall not leave his post unattended in any case without prior permission of the authorities.
38. The security Guards shall ensure that all doors/windows are properly locked after working hours and in case of any negligence the same shall be reported to Security Supervisor immediately.
39. The Security Guard on duty would also assist to put off the fire hazards in case of fire.
40. If any area is left unlocked then in that case temporary lock is affixed and area kept guarded till the arrival of staff of the same area.
41. He will beat his area after regular interval.
42. Any other responsibilities which may be assigned to him by the Chief Security Officer/Security Officer or any officer of Hospital Administration from time to time.

SCHEDULE-B

Responsibilities of Security Supervisor:-

11. He will be called as a shift In charge.
12. He will be responsible for taking roll call of the Security Guards of his shift.
13. He will ensure that each Security Guard in his shift comes on duty well in time and smartly dressed.
14. He will made surprise check of the staff and report any incident of theft/pilferage/loss/fire etc. immediately to the Hospital authority.
15. He will monitor all the Trade Unions and other activities occurring Hospital Campus and keep his superiors well informed of such activities.
16. Any act of indiscipline, slackness on the part of staff will be reported to the concerned officer duly authorized by the Hospital Administration.
17. He should ensure that all the sensitive posts are provided security cover.
18. He will make adjustment of duties in case of any person is absent from duty.

19. In case of any worker is found slack, asleep, under influence of liquor, negligent or absent while on duty, he should immediately submit a report to this effect at once to the concerned officer duly authorized by the Hospital Administration.
20. He shall carry out all such other duties, which are assigned to him from time to time by the Hospital Administration.

Annexure-A

(ON ORGANIZATIONAL LETTER HEAD)

EXPERIENCE AND SATISFACTORY PERFORMANCE CERTIFICATE

It is certified that M/s _____ has provided _____ Number of Security Supervisor and _____ Number of security Guards in this organization w.e.f _____ to _____.

It is, further, certified that the security services of M/s _____ during the above period has been found (Satisfactory/unsatisfactory).

Signature with name and Seal

Annexure-B

FINANCIAL BID FOR SECURITY SERVICES
FINANCIAL BID to be submitted in a separate sealed envelope along with the tender
document

Manpower Charges:					
	Description of manpower and accessories required for Security services:	<u>Rate per month per worker</u>			
		Amt. per worker	EPF(12%)+EDLI(0.5%)+ Admn charges(1.11%) = 13.61% of column b	ESI @ 4.75% of column b	Total (b+c+d)
	A	b	C	D	E
1	Trained Security Guard in Uniform with I-card, shoes , belts, cap and name plates etc. for providing round the clock Security Services at health facilities	215.55	29.34	10.24	255.13
2	Supervisor in Uniform with I-card and name plates for providing round the clock Security Services at health facilities	257.12	35.00	12.21	304.33
Manpower charges claimed as wages by the contractor shall be reimbursed on the basis of payment made by contractors to their workers deployed at Health Facilities					
B.	Management Fee/ services charges:			Total Amount per Month	Total Amount per Year
	Service charge/ management fee should include all expenditure on providing resources /managerial/ supervisor / administrative services by all means to get the work done through the deployed security staff. Including Goods and Service Tax (GST) as applicable.				

No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.

Note: -

1. The rates quoted above are as per the wages fixed by the Department of Labour & Employment of Himachal Pradesh currently in force and subject to revision from time to time by the H.P. Government.
2. Income Tax will be deducted at source.
3. Goods &Service Tax (GST) as applicable shall be reimbursed to the contractor on production of proof of having deposited the same with the concerned department.
4. The service charge must not be quoted as zero and also should be not be less or equal to TDS i.e. 2%.
5. **If the same service provider is having contract at different locations within the state for same number of persons than the lowest rates quoted/approved at any location will be applicable for all the institutions within the state.**

Signature of tenderer

Name and designation of signatory with seal

Annexure-C

TECHNICAL BID FORMAT

1	Name of the Tenderer Organization/Agency	
2	Address of the Tenderer Organization/Agency	
3	Phone number	
4	Mobile Number	
5	Email address	
6	Type of security agency	
7	Name of the authority with Agency is Registered to provide security services	
	Registration Number and date	

	Registration valid up to	
	Registration and other documents	
8	Details of Registration with DGR/PSARA, 2005/other authority	
9	Details of registration of EPF :	
10	Details of registration of EDLI	
11	ESI Code:	
12	Goods and Service Tax (GST)Registration No.(Attach copies of return for the last three years)	
13	PAN No.(Attach copies of return for the last two years)	
14	Registration details as Sole Proprietor, Partnership Firm, Company, body of individuals etc.	
15	All undertakings as per tender condition (attached or not)	
16	Names and Address of BOD members & Regd. Office attached or not.	
17	Infrastructure and other detail (with documentary proof) :	
18	Details of Training School/s if any	
19	Detail of FDR/DD Rs. 50,000.00 towards bid security (EMD)	
20	Detail of DD/ cash receipt No. and date of Rs 1000/- for purchase of tender document	

Annexure-D

DECLARATION BY THE TENDERER

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

(Signature of Tenderer with seal)

Name	
Address	
Phone No	
Moblile No	
Fax No.	
E-mail	
Place	
Date	

Annexure- (E)

Details of staff available with the agency

Sr. No.	Name	Employee code	Qualification	ESI No.	PF No.	Experience in providing security (Years)

The above format may be used to provide employee details. Use extra sheet, if required. Please enlist max. 50 personnel detail.

Signature of tenderer

Name and designation of signatory with seal

Date:

Place:

N.B.: The above details, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical tender.

Annexure-(F)

PROFORMA FOR THE PERFORMANCE STATEMENT OF TENDERER: -

Sr.No .	Name & address of client ; Name , designation & contact No./ e-mail	Contact including details total	Value of contract	Duration of the contract (Client satisfactory certificate
---------	---	---------------------------------	-------------------	----------------------------	---------------------------------

	ID of the officer concerned	manpower deployed	(Rs.)	From--- to----- -)	enclosed(Yes/No)
	Additional information , if any				

Signature of tenderer

Name and designation of signatory with seal

Date:

Place:

N.B.: The above details, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical tender.

PAYMENT CLAUSE:

- e) The service provider must ensure that entitled wages of the workers are credited to their bank account on the 7th of the following month. Service provider will not be given any relaxation in this matter.
- f) While submitting the bill for the next month, the services provider must file a certificate certifying the following:
 - xi) Wages of workers were credited to their bank accounts on (date).
 - xii) ESI Contribution relating to workers amounting to Rs. _____ was deposited on _____(date) (Copy of the challan enclosed).
 - xiii) EPF contribution relating to workers amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan enclosed).
 - xiv) He is complying with all statutory Labour Laws including Minimum Wage Act.
 - xv) Bio metric attendance

c) Payment authority reserves the right to ask for a certificate issued from nodal officer (s)/in-charge of the facility (ies) certifying that the Contractor has provided satisfactory services in that particular facility for which the contractor has submitted invoice (s) for payment. It is the responsibility of the payment authority to get such certificate (s) from nodal officer/ in-charge of the facility and if nodal officers failed to issue such certificates in time, it would be presumed that services being provided by the contractor are satisfactory.

The service provider should submit the bill in accordance with the above time schedule.

Annexure G

MAN POWER REQUIREMENT: *(to be decided by the authority before floating the tender)*

S.No.	Manpower description	Qualifications & experience	Nos.
1	Supervisors	Graduate as SecurityGuards OR Ex-servicemen Age should not be above 55Years.	For ZH -3 For RH & Palam pur, Rohru & MGMSC Khaneri Rampur-2 For 100 bedded or above civil hospitals -1

2	Security Personnel	Matriculate(10th)as Security Guards Ageshould not be above 50 years.	For ZH – 21, additional for CMO office -02 For RH & Palam pur, Rohru & MGMSC Khaneri Rampur-15, additional for CMO office -02 For 100 bedded or above civil hospitals -12
---	--------------------	---	---

It is the responsibility of contractor to provide minimum no. of manpower as per the schedule. All the Security staff posted by the contractor shall be verified of their police records and other information prior to posting at health facilities. Contractor shall not place any security staff in the health facilities where the relatives of that particular security staff are working.

PENALTIES

The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

S.N.	Description of Irregularities	Penalty
1	If the required workers are less than the minimum required.	@ Rs. 500/- per worker /day
2	Staff not in Uniform/ without I-Card.	@ Rs. 100/- per worker /day
3	Misbehavior by the Contract Manpower with health facility (ies)' employee or patient/ patient relative/ visitors. To be decided by the Hospital Administration	@ Rs. 500/- per incident
4	Recurring of irregularities given at Sr.No. 1 to 3	Double the penalties amount mentioned in Sr. No. 1 to 3

Note : In case the agency fails to provide any of equipment tools, tackles continuously for a period of seven days, Tender Inviting Authority/ designated Nodal Officer has the right to purchase the non-available equipment/tools or tackles on the market rates and deduct the cost of same from the contractors bill in addition to the imposition of applicable penalties.

No. HFW-H (III) G (7)17-18(Loose) Sanitation Tenders
Health & Family Welfare Department
Himachal Pradesh, Shimla-09

To,

06. All the Chief Medical officers in HP.
07. Sr. MS ZH Dharamshala/Mandi/DDUZH Shimla.
08. MS TBS Dharampur/HMH Shimla-5.
09. MS RH Bilaspur/Chamba/Hamirpur/Kullu/Solan/Sirmaur at Nahan & Una.
10. MS MGMSC Khaneri Rampur/CH Rohru/Palampur.

Dated Shimla-09, the **26/06/2018**

Subject: - Regarding initiating the process of tendering the sanitation contract of the concerned Health Institutions for the financial year 2018-2019 in accordance with the model e-Tender Document 2018/Manual Tender Document 2018.

Memo:

On the subject cited above, it is to inform you that the department has finalised Model e-tender document/Manual Tender Document 2018 for outsourcing of sanitation services in r/o all the Health Institutions of the State and the model e-Tender Document/Manual Tender Document has duly been approved by the Govt. on dated 19.06.2018 which is being circulated to you.

It is therefore, directed to float the sanitation online e-Tenders/Manual Tenders in r/o Health Institutions and send the cases of sanitation tenders for approval to this Directorate after completing all the codal formalities according to the model e-tender document/Manual Tender Document 2018 for the financial year 2018-2019, keeping in view, the Govt. instructions letter No. HFW-B (G) 5-8/2010 dated 06.03.2013. The tender documents has also been uploaded on the official website www.hphealth.nic.in . Immediate finalization of sanitation contract may be ensured. Also you are directed to comply with the following instructions: -

08. All the CMO/MS will inform to DHS about any action taken/warning issued to the service provider during the period of tender.
09. All the CMO/MS will ensure to maintain the sanitation record as per Kaya Kalp.
10. All the CMO/MS will ensure to maintain a complaint book at the appropriate public place in all the Institutions.
11. The Tender Document should be Institution specific i.e. name of the Health Institution should be clearly mentioned.

12. The number of employees/persons to be engaged should be clearly mentioned in the Tender Documents.
13. All tenders even of Sub-District level Health Institution, amounting to Rs. 5 lacs and above should be floated through e-Tendering as per Govt. directions.
14. Completion of tender for 2018-2019 is the personal responsibility of the concerned CMO/MS.
15. The complete cases requiring approval/expenditure sanction from this Directorate should reach in this Directorate by 30th of July, 2018 alongwith following documents: -
 - e) Meeting proceeding of sanitation committee duly signed with seal.
 - f) The comparative statement with recommendation duly signed with seal.
 - g) Certified copy of tenders with terms & conditions.
 - h) Certified photocopy of checklist submitted by the contractor.

Any delay will be the personal responsibility of the concerned CMO/MS.



Director Health Services
Himachal Pradesh
Dated Shimla-09, the

Endst. No as above

Copy to: -

03. The Additional Chief Secretary (Health) to the Govt. of H.P. Shimla-02 for information please.
04. The Supdt. PMIS Branch, H&FW Deptt. Shimla-09 with spare copy of model e-Tender Document/Manual Tender Document 2018 of Sanitation contract 2018 with the directions to upload the same on the official website of the department.



Director Health Services
Himachal Pradesh

Validate Print Help

Item Rate BoQ

Tender Inviting Authority:

Name of Work:

Contract No:

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P (Total Amount per Month Including Goods and Service Tax (GST) as applicable)	TOTAL AMOUNT With Taxes (Total Amount per Year)	TOTAL AMOUNT In Words
1	2	4	5	13	54	55
1	Service charge/ management fee should include all expenditure on providing resources /managerial/ supervisor / administrative services by all means to get the work done through the deployed security staff. Including Goods and Service Tax (GST) as applicable.	12	Nos.		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

TENDER FOR SANITATION SERVICES

(Please enter Name and Address of tender Inviting Authority)

Sr. MS/SENIOR MEDICAL OFFICER I/C ZH/RH/CH-----

Phone :..... Fax:.....

Website: <https://www.hptenders.gov.in>

Email: (Please enter Email address of Tender Inviting Authority)

NOTICE INVITING TENDER (NIT)

Tender Reference Number.....

Date.....

E-tenders are invited from registered Firms, Proprietorship firm(s)/ Partnership firm(s) / Company/ Corporation/Cooperative Society or any legal entity for providing SANITATION SERVICES for the (**Name of institution & Address**). Prescribed tender form can downloaded from website <https://www.hptenders.gov.in> on or before last date and time for submission of tender. The Last date and time for submission & uploading of filled in tender documents isup toPM. The Tender will be opened onat Duly completed tender form along with Cost of Tender Document , Earnest Money Deposit of Rs._____ (Rupees_____) in the form of Fixed Deposit Receipt (FDR) pledged in favour of (Name of tender Inviting Authority, Address) issued by any of the Scheduled Bank along with other required documents should be uploaded on the website <https://www.hptenders.gov.in> and physical copy of uploaded cost of tender document and Earnest Money deposit should be dropped in the tender box placed in the (Name of institution & Address) before the last date and time fixed for submission of the tender. All subsequent corrigendum, modifications and clarifications in respect of this tender will be published only on aforesaid websites only. The bidders are advised to visit the aforesaid website regularly. The undersigned reserves the right to reject any or all the tender offers without assigning any reason.

(Designation of the Tender Inviting Authority)

Himachal Pradesh

Please enter Name and Address of tender Inviting Authority)

Phone:.....Fax:.....

Phone:.....Fax:.....

Website:<https://www.hptenders.gov.in>Email: (Please enter Email address of Tender Inviting Authority)

Tender Reference Number.....

Date.....

E-TENDERING SCHEDULE:-

Date & Time of on-line publication :	00.00.2018, 00:00hrs
Period for Downloading of e-tender document :	00. 00 .2018 to 00.00.2018 upto17:00 hrs.
Date & time for Pre-bid meeting :	00.00. 2018, 11:00 hrs
Place of Pre-Bid Meeting :	(Please enter complete postal address of place of pre bid meeting)

Last date and time for submission /uploading of e-tender along with cost of tender document, Earnest Money Deposit :	00.00.2018 up to 17:00 hrs. (Please enter complete postal address of the venue where tender box is to be placed)
Date & Time for opening of Eligibility Bid :	00.00.2018 at 11:00 hrs. Venue:
Cost of the tender document :	Rs 1000/-(Demand Draft {Non Refundable}) In favour of Tender inviting Authority
Earnest Money Deposit (EMD) :	Rs.in the shape of Demand Draft or Fixed Deposit Receipt (FDR) duly pledged in favor of (Tender Inviting Authority).

- | |
|--|
| <p>iii) Service Provider/Contractor shall ensure that Cost of tender document, Earnest Money Deposit are dropped in the tender box placed in the (address of the place where tender box is placed) on or before the last date and time indicated above.</p> <p>iv) If the date fixed for the opening of tender is declared a holiday, the tender shall be opened on the next working day at the same time as fixed for the original date for this purpose.</p> |
|--|

Amendments to TE documents

- a) At any time prior to the deadline for submission of tenders, the purchaser may, for any reason as deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. All such amendment will be notified only on the website <https://www.hptenders.gov.in>, .No amendments or corrigendum in respect of this tender will be issued in the press. Prospective bidders are advised to visit aforesaid website regularly.
- b) In order to provide reasonable time to the prospective Service Provider/Contractor to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

Clarification of TE documents

A Service Provider/Contractor requiring any clarification on any issue of the TE documents may take up the same with the purchaser in writing on email-ID:..... **(Please Enter Email Address of Tender Inviting Authority)** purchaser will respond in writing through email only to such request provided the same is received by the purchaser not later than seven days (unless otherwise specified in the SIT) prior to the prescribed Last date & time for submission of tender.

INSTRUCTIONS FOR SUBMISSION OF COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT

The tender document and other instructions can be downloaded or viewed from the portal <https://hptenders.gov.in> and cost of tender document (non-refundable) as mentioned in the tender form shall have to be deposited in the shape of demand draft favoring **(Name of tender Inviting Authority)** before the last date and time of submission of tender and proof thereof should be uploaded in Technical Bid of the tender document. The Earnest Money Deposit in the shape of Fixed Deposit receipt duly pledged in favour of (Name of tender Inviting Authority) (Minimum for a period of Six month) or Demand Draft along with Cost of tender document should be submitted in an envelope and the same should be dropped in the tender box kept in the office of **(Name of tender Inviting Authority and postal address)**. **The envelope should be superscripted “Tender for the supply of Security Services to be opened on**” **The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side corner of the envelope**

General Instructions

- m) Tenders not confirming to the essential requirements, as per check list will be rejected and no correspondence thereof shall be entertained whatsoever.
- n) Price bid of only those Service Provider/Contractor shall be opened who are found eligible at the pre-qualification stage.
- o) **The contract shall be awarded for a period of one financial year or a period within a financial year from the date of award of rate contract and the rate contract shall expire at the end of same financial year i.e last day of the next March The period of contract may be extended, on a certificate of outstanding performance from the local Sanitation committee of the hospital concerned ,by Director Health Services, H.P (DHS) . But it will not be a binding on the DHS to extend the period of contract.**
- p) Bids submitted must be unconditional and no communication will be made till the finalization. Late and delayed tenders will not be accepted.
- q) *The Tender Inviting Authority(CMO/MS/BMO/SMO I/C)* reserves the right to accept or reject any or all the tenders without assigning any reason thereof

Instructionsfor E bidding

The Service Provider/Contractor (bidders) should register on website <https://hptenders.gov.in> and obtain User-ID and Password before tendering. In case of any problem; you may contact office of (Tender Inviting Authority), on Phone No.(Please enter Phone No.).

Entire tender process will be carried out on line through above mentioned website. Service Provider/Contractor (bidders) are advised to procure E-Token / Digital Signing Certificate from suitable vendors or from any authorized agency.

Before submission of online bids, bidders must ensure that scanned copies of all necessary documents shall have been uploaded with the bid.

The process for e-tendering can be observed/practiced on demonstration site <https://demoeproc.nic.in>.

Service Provider/Contractor(bidders) are advised to check / see website <https://hptenders.gov.in> regularly to check for any amendment / corrigendum in the tender document. All subsequent notifications / amendments / notices shall be published only on the aforesaid website only.

The bids shall be opened on the date and time mentioned in the Tender Notice in the presence of Service Provider/Contractor (bidders) who opt to be present. If the date fixed for the opening of the tender is declared a holiday, the tenders shall be opened on the next working day at the same time as fixed for the original date for this purpose. The undersigned reserves the right to accept or reject any or all tenders in part or whole without assigning any reason, what so ever.

THE E-TENDER DOCUMENT SHALL BE UPLOADED IN TWOPARTS:

- A. Pre-qualification/ Eligibility Bid:** The Service Provider/Contractor shall submit and upload required documents, information required as per tender document. It shall contain scanned copies of all requisite documents, certificates etc. as specified in the tender document duly filled in and digitally signed. All the documents must be scanned and uploaded in PDF format with 100 dpi with black and white option. The scanned documents should be clear and legible.
- B. Financial Bid/Price Bid/BOQ:**It shall contain financial bid / BOQ uploaded in .xls format which will be available for Service Provider/Contractor (bidders) on website <https://hptenders.gov.in> . The financial bid / BOQ will be opened only of those Service Provider/Contractor (bidders) who qualify technical evaluation /Pre-qualification/Eligibility Bid criteria. Financial Bid /BOQ will not be accepted in physical form.Date & Time for opening of Financial Bid/Price Bid/BOQshall be published on the aforesaid website after technical evaluation.

I. Eligibility Criteria for Participation in the Tender :-

- a) The Service Provider/Contractor should be registered Firm, Proprietorship firm(s)/Partnership firm(s)/Company/Corporation/Cooperative Society or any legal entity.
- b) Copy of registration certificate confirming Registration No. of the service provider / contractor firm must be uploaded.
- c) Service provider should have minimum two year experience in Sanitation services in a 50bedded private or Government hospital.

- d) The Service Provider/Contractor must have Goods and Service Tax (GST) registration Copy of the registration certificate must be uploaded.
- e) License No. Under Contract Labour Act. The service Provider/Contractor must upload an appropriate labour license issued by competent authority for carrying out sanitation service / cleaning activity. (Proof of license issued by competent authority must be uploaded).
- f) The Service Provider/Contractor should be duly registered with the ESI & EPF department having its jurisdiction for the HP (or) **should give undertaking that he/ she is not employing 10 or more number of employees** (Proof or copy of registration with these departments and copy of account number allotted by the aforesaid departments or **undertaking** must be uploaded).
- g) Service Provider/Contractor should have submitted IT returns for the last two financial years.
- h) Copy of PAN No. and copy of Income tax Return of last two financial years must be uploaded.
- i) The Service Provider/Contractor shall upload a certificate that the Service Provider/Contractor (bidder) is not black listed.
- j) **Turn over criteria**

Service provider / Contractor shall have minimum turn over as mentioned in the table below in the preceding two years. Service provider / Contractor shall submit certificate in support of turn over claimed.

201 or more beds	<u>Rs 25,00,000</u>
101 to 200 beds	<u>Rs 10,00,000</u>
Upto 100 beds	<u>Rs 5,00,000</u>

k) **SITE VISIT**

Any site information / schedule of works given in this tender document are for guidance only. The Service Provider/Contractor is advised to visit and examine the Site of Works and its surroundings at his own cost and obtain all information that may be necessary for submitting the tender and entering into a Contract. The Service Provider/Contractor shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.

l) **AMENDMENT TO TENDER DOCUMENTS**

If any amendment/modifications made with the prior approval of the Govt. these will be conveyed on website, <https://www.hptenders.gov.in> and will be binding on the Service Provider/Contractor (bidder).

Terms & Conditions

1. Tenders not confirming to the essential requirements, as per check list (**Annexure 5**) will be rejected and no correspondence thereof shall be entertained whatsoever.
2. In case the Service Provider/Contractor is an Association, consortium or joint venture, the Service Provider/Contractor shall upload a power of attorney authorizing the signatory of the tender to sign /execute the Service Provider/Contractor or each member of the partnership, consortium or joint venture.
3. Price bid of only those Service Provider/Contractor shall be opened who are found qualified in Pre-qualification/ Eligibility Bid. Time & Date for opening of Price Bid shall be fixed and intimated only to the qualifying Service Providers/Contractors

4. The tender document should be signed by the Service Provider/Contractor himself/or by an authorized signatory. Attested copies of the Registration number of the Firm, License No. under contract labour Act, Provident Fund Account No. allotted by the Provident Fund Commissioner, ESI No, PAN No.(in case of partnership PAN No should be in the name of Service Provider/Contractor (firm) allotted by the Income Tax Department, proof of filing income tax return for last financial year and Satisfactory Performance Certificate issued by the concerned agency (s)/ organizations where such type of works / jobs have been performed by the Contractor earlier should be uploaded. The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at -----Hospital or for any accident caused to them and the Hospital Administration shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the CMO/MS/ SMO I/C ZH/RH/CH----- for whatever reason. The Agency shall also be responsible for the insurance of its personnel if required. The agency shall specifically ensure compliance of various Laws, rules in force, statutory regulations/Acts applicable to workers including but not limited to with the following and their re-enactments/amendments/modifications:-

- (y) The Payment of Wages Act 1936
- (z) The Employees Provident Fund & Misc. Provision Act, 1952
- (aa) The Contract Labour (Regulation & Abolition) Act, 1970
- (bb) The Payment of Bonus Act, 1965
- (cc) The Payment of Gratuity Act, 1972
- (dd) The Employees State Insurance Act, 1948
- (ee) The Employment of Children Act, 1938
- (ff) Industrial Disputes Act, 1947
- (gg) The equal Remuneration Act, 1976.
- (hh) Minimum Wages Act, 1948

5. Every paper of the tender document should be signed by the Service Provider/Contractor with seal of Agency/ Firm before uploading.
6. The envelope containing Cost of tender document, Earnest Money Deposit should be superscripted **“Tender for providing of Sanitation Services to be opened on**” The name of the bidder, complete postal address, and Mobile No. must be mentioned on the left hand side corner of the envelope.
7. Bidder must be having a registered office in HP and if award is given to any agency which is not having registered office anywhere in HP they will have to open it within one month of issue of award letter & and to get it registered with H.P. Govt. All the necessary certification / registrations by virtue of this contract have to be carried out by successful Bidder within one month of award letter. Successful Bidder should ensure training of employees in Biomedical waste Management and Handling, within one month from the date of commencement of activities. Any new employees should also be trained on Bio medical waste handling and management.

8. **EARNEST MONEY DEPOSIT**

The amount of EMD will as under:

- * Up to 100 bedded hospital----- Rs. 50,000/- (Rupees Fifty Thousand only)
- * 101 to 200 bedded hospital----- Rs. 1, 00,000/- (Rupees One Lac only)

* 201 and above bedded hospital---- Rs. 1,50,000/- (Rupees One Lac Fifty Thousand only)

- a. EMD must be deposited in the shape of Demand Draft in favour of Tender inviting Authority or Fixed Deposit Receipt (FDR) (Minimum for a period of Six Months duly pledged in favour of Tender Inviting Authority (Chief Medical Officer/ Medical Superintendent/ BMO/SMO I/c as the case may be (Designation & Address) of the concerned district. No other mode of payment is acceptable. EMD will not carry any interest.
 - b. The Proof of payment must be uploaded in the Technical Bid.
 - c. EMD in case of unsuccessful Service Provider/Contractor will be refunded to them within 30 days of award of the contract to the successful Service Provider/Contractor without any interest.
 - d. EMD will be forfeited in the event of the Service Provider/Contractor withdrawing or modifying his bid after opening of the tenders and till completion of the tender process i.e. till award of the contract or in the event of the Service Provider/Contractor who has been awarded the contract declining to honor the same.
 - e. In case the EMD or proof of remittance of the EMD is not found submitted in the Technical Bid envelope or the EMD has not been submitted in the mode specified, the tender shall be liable to be rejected.
9. The Tender Inviting Authority will deduct Income Tax at source under section 194-C of the Income Tax Act, 1961 from the Service Provider/Contractor as applicable.
10. **Performance Security:-**
The successful Service Provider/Contractor shall deposit Performance Security equal to 10 % of the total cost of annual contract in the form of FDR/bank Guarantee from Scheduled bank (duly pledged in favour of Tender Inviting Authority (Chief Medical Officer / Medical Superintendent /BMO/SMOI/Cas the case may be) for the due performance of the contract. In the event of any breach / violation or contravention of any terms and conditions contained herein by the Service Provider/Contractor, the said security deposit shall be forfeited by the Tender Inviting Authority. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest shall be paid by the Tender Inviting Authority on earnest money or security deposits. The security deposit will be returned to the Service provider/Contractor when due after Satisfactory performance of the services of the contract and on completion of all obligations by the Service provider/Contractor under the terms of the contract and on submission of a "No Due Certificate.
11. The Tender Inviting Authority (CMO/MS/BMO/SMO I/c) reserves the right to cancel/ reject full or any part of the tender which Service Provider/Contractor do not fulfil the conditions stipulated in the matter.
 12. Service Provider/Contractor submitting a tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance rejection of the tender.
 13. Any Act on the part of the Service Provider/Contractor to influence anybody in the Department is liable to rejection of his tender.
 14. The Service Provider/Contractor shall provide a non-judicial stamp paper of Rs. 100/- for preparing a Rate Contract Agreement.
 15. The Service Provider/Contractor shall abide by and comply with all the relevant laws and statutory Requirements covered under Contract Labour (regulation & abolition Act 1970), Minimum Wages Act, EPF & MP Act 1952 and any other law if applicable with regard to the labour engaged by him for works.
 16. Every worker so appointed by the Service Provider/Contractor shall wear the prescribed uniform according to seasons i.e. summer grey colour uniform in summer and olive green uniform in winter and a badge bearing his name and designation, while on duty. The said uniform and badge shall be provided by the Contractor at his own cost. Service Provider/Contractor will provide protection wear like Cap, Gum Boot, Mask, along with proper dress to all the workers. No Hospital Cap, Mask or gloves will be used for this. The contractor shall be responsible for taking all measures to safeguard (all the staff employed by him/his firm) from all the likely health hazards including Personal Protective Equipment (PPE) and immunization.

17. That the Service Provider/Contractor staff shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission.
18. The Service Provider/Contractor must employ adult labour only. Employment of child labour will lead to termination of the contract. The contractor/service provider shall engage only such workers, whose antecedents have been thoroughly verified.
19. That the Service Provider/Contractor shall be responsible to provide immediate replacement of a worker, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information have been given. The Service Provider/Contractor will ensure attendance of Workers on Bio-Metric attendance Machine. The Tender Inviting Authority (Chief Medical Officer/Medical Superintendent /BMO/SMO I/C) will verify the Bio-Metric based attendance.
20. That the Service Provider/Contractor staff shall work under overall supervision and direction of the Tender Inviting Authority. The working of machinery will be checked/supervised by the Head of the Institution and a certificate to this effect will be issued by the Tender Inviting Authority (Chief Medical Officer/ Medical Superintendent /BMO/SMO I/c) on weekly basis before making payment to the Contractor.
21. That the Service Provider/Contractor shall also be responsible to provide all the benefits e.g. P.F, ESI, Leave etc., to eligible staff engaged by the Contractor.
22. The Service Provider/Contractor shall disburse the wages to its employees through Cheque/NEFT/RTGS .The details of payment to employees i.e. Names of employee with amount & transaction Number for the previous month should be submitted only then the muster roll for the current month shall be entertained and payment will be released.
23. The Tender Inviting Authority shall have the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of duty.
24. The Service Provider/Contractor Staff shall carry out such other duties as are entrusted to them from time to time.
25. The Service Provider/Contractor shall not engage any Sub- contractor or transfer the contract to any other person in any manner.
26. That the tenders not conforming to the requirements will be rejected and no Correspondence thereof shall be entertained whatsoever.
27. At least 1/3rd of the sanitary workers should be female.
28. All workers should refrain from smoking in the hospital premises, have courteous and helpful nature, take proper care of their instruments, and promote safety by reporting any dangerous situations observed by them, if any. Any staff found in a drunken or intoxicated state shall have to be removed by the contractor.
29. The successful Service Provider/Contractor must ensure sufficient manpower as per requirement and must enclose the detail action plan regarding deployment of supervisor and ground level staff. In addition to this additional safai karamchari's will be ascertained as per the following formula:

No. of Safai Karamchari's = $\frac{\text{No. of Beds Sanctioned}}{\text{Functional in a hospital whichever is less}}$

8

In addition to this 2 additional workers will be provided for the Administrative Block in ZH/RH. For other institution CHC/ CH, 1 additional worker will be provided by the service provider for administrative block.

Tender Inviting Authority must specify the number of the persons to be provided by the service provider as per the sanctioned / functional bed strength of the institution (whichever is less)

Thus the minimum staff strength of Safai Karamchari's in an institution is fixed at the ratio of one worker for every 8 beds subject to a minimum of 4 workers for a less than 30 bedded Government Hospital. **No. of Safai Karamchari may be calculated on the no. of sanctioned beds or no. of actual functional bed whichever is less.**

Illustratively if there are 200 beds in an Institution, the Institution would be eligible for minimum 25 Safai Karamchari's (Sweepers) plus 2 additional workers for administrative Block. The Service Provider/Contractor have to quote his rates for providing these minimum numbers of Safai Karamchari's (Sweepers) calculated as per above formula. The numbers can be

increased on the basis of rates, terms & conditions and agreement entered between the Service Provider/Contractor and Tender Inviting Authority (Designation & Address of Head of Hospital) subject to prior approval from the Director Health Services & after submitting the request with full justification. That the Service Provider/Contractor shall have to provide any additional personnel for allocating any additional work/job arising out as per the circumstances directed by the Tender Inviting Authority or any officer authorized by him in addition to those duties/Personnel covered in this contract with the same amount of the contract.

30. The hospital authorities will provide the electricity and water and Service provider/ Contractor shall procure the material and equipments required for carrying out sanitation work at his own cost. The material procured shall be of standard **ISI** quality. Service provider will submit the samples of the material going to be used which will be kept by the tender inviting authority for future reference. The hospital authorities' reserves the right to reject any material found of substandard/inferior quality.
31. The Service provider/ Contractor shall procure the consumables (soap, toilet roll, paper towels, plastic mugs, hockey brush, wipers, etc). / Chemicals/ detergents/ disposables/disinfectants and other stores related to sanitation and housekeeping. The contractor shall use eco-friendly and ISI marked detergents, chemicals, consumables. The contractor is bound to change any chemical, consumable, detergent to the satisfaction of the hospital authorities.
32. If any money shall, as a result of any instructions from the labour authorities or claim or application made under any of the labour laws, or Regulations, be directed to be paid by the Hospital, such money shall be deemed to be payable by the Service Provider/Contractor to the Hospital within seven days after the same have been demanded from the Service Provider/Contractor. The Hospital shall be entitled to recover the amount from the Service Provider/Contractor by deduction from money due to the Service Provider/Contractor.
33. The antecedents of the staff deployed by the Service Provider/Contractor shall be got verified by the local police authority and an undertaking in this regard to be submitted to the dept. by the vender.
34. Tender inviting authority will not be responsible if any person employed by the service provider is found indulged in any unlawful activity.
35. An affidavit on Rs. 100 stamp paper should be submitted by the Service Provider/Contractor stating that no criminal/income tax / blacklisting case is pending against the Service Provider/Contractor and no vigilance/criminal case is pending in any court of law and also he has not been convicted in any criminal and vigilance case and has not been blacklisted. The Service Provider/Contractor has not been penalized for providing unsatisfactory sanitation services.
36. Service Provider/Contractor shall-have to provide an undertaking on Rs 100/- stamp paper as per format at (**Annexure 6**) enclosed.
37. In case of any addition or alteration in the structure of the hospital afterward the contract shall stand automatically included for the cleanliness purpose and no additional claim shall be raised by the Service Provider/Contractor.
38. In case of strike/tool down agitation by any/all of his workers, the Service Provider/Contractor shall be responsible to make alternate arrangement. If service provider fails to provide the alternative & hospital authorities engage the work force in such emergency, it will be at the risk and cost of the Service Provider/Contractor.
39. The Service Provider/Contractor shall have to obtain satisfactorily sanitation/cleanliness certificate from the committee of Sanitation constituted by the Tender Inviting Authority (CMO/MS/BMO/SMO I/c) of the hospital and the same will be submitted to the Tender Inviting Authority(CMO/MS/BMO/SMO I/c) regularly after close of each month and the release of monthly payment shall be subject to production of this certificate.
40. In case of any dispute or difference, the award of the Arbitrator i.e Principal Secretary (Health), Govt of Himachal Pradesh will be final and binding on the parties to the contract and the courts at Himachal Pradesh shall only have the jurisdiction over the same.
41. The offer of rates by the Service Provider/Contractor will be subject to price fall clause i.e. if any item/contract is offered at lower rate by theService Provider/Contractor at any other place in H.P. he shall not charge higher rates for the item/contract offered in the tender.
42. Quoted rates should be valid for acceptance for a period of 180 days from the date of opening of the Tender.

43. Every Supervisor deputed by the Service Provider/Contractor should maintain a register for keeping the daily record for sanitation & cleaning services and should take signature from the concerned department for their comments.
44. **PENALTIES:**
- a. Any misconduct / misbehaviour on the part of the manpower deployed by the Service Provider/Contractor will not be tolerated and such person will have to be replaced by the Service Provider/Contractor at his own costs, risks and responsibilities immediately, with written intimation to the Administrative Officer. The Service Provider/Contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
 - b. In case the Service Provider/Contractor fails wholly or partly to carry out the assigned job within assigned time or job is not performed to the satisfaction of the same shall be arranged through other agencies at the risk and cost of the Service Provider/Contractor.
 - c. No payment shall be made for the work which is not performed. Also proportionate deduction shall be made for the same.
 - d. If during inspection, the workers are not found in uniform without I-card, a penalty of Rs 100/- per employee will be charged per instance per day.
 - e. In case of any deficiency in services observed by Tender Inviting Authority (designated officials), a penalty of Rs. 500/- for first instance, Rs. 1000/- for second instance and multiples of thousand on each subsequent Instance will be imposed.
 - f. Upon receipt of complaint of deficiency in service, the Service Provider/Contractor shall with all reasonable speed but not later than 3 working days, remove the shortcomings/deficiencies.
 - g. If the Service Provider/Contractor having been notified fails to remove the shortcomings within 3 working days period. Tender Inviting Authority may proceed to take remedial action as may be necessary at Service Provider/Contractor risk and Cost.
 - h. If at any time any representative/personnel of Service provider/Contractor is found intoxicated or smoking or under the influence of alcohol, a penalty of Rs. 2000/-will be imposed on the service provider.
 - i. If there is no improvement in performance, even after penalties, theTender Inviting Authority (Chief Medical Officer/ Medical Superintendent/Block Medical officer/SMO In-charge of the hospital) reserves the right to impose penalty based on the merits of the case . Besides that, if advised by the Hospital the Service Provider/Contractor has to invoke the clause of removal of that person from their services.
 - j. After giving sufficient opportunity to improve services, if there is no improvement, the tender may be cancelled.
 - k. Quantum of penalty will be decided by the Tender Inviting Authority (**ChiefMedical officer/ Medical Superintendent/BMO/SMO** Incharge) and the decision taken will be final and binding.
45. **Disposal of waste:**
- A very high standard of hygiene must be maintained in all respects. Quick day to-day disposal of waste material shall be maintained. The Service Provider/Contractor will teach and train his staff for collection, disposal of garbage, general waste as well as Bio-Medical Waste as per Bio Medical Waste Management Act. The Service Provider/Contractor will make arrangement to collect the garbage, general waste as well as Bio-Medical Waste in the specified colour coded bags from all designated areas within the Hospital. Failure in quick disposal of waste will make the Service Provider/Contractor liable to pay fine, which may extend up to Rs. 100/- per such occurrence when reported by the Hospital for the first and second occurrences and there after Rs. 250/- per occurrence. The Service Provider/Contractor will maintain a record of the biomedical waste disposed off by him. The material to be used to comply with the bio Medical waste Management Act , like different colour coded dustbin, bags/ trolley will be provided by the hospital authorities.Any Plastic bags used by contractor should comply with Bio Medical waste management rules, Waste Management rules (Plastic)
46. The service provider will ensure bio metric attendance of all the workers and will attach a copy of bio metric attendance sheet along with the monthly bill. Bio metric machine will have to be provided by the contractor
47. Service provider will upload an Undertaking on organization letter head:

- i. That firm/agency shall deploy **medically fit personnel's**.
 - ii. That the firm/agency shall open the office in Himachal Pradesh Within one month and must get registered under relevant Act with the HP Government. If they are already not having office in H.P.
 - iii. That firm/agency shall be able to deploy at least 70% Himachali.
 - iv. That there is no case pending with the police or any investigating agency against the proprietor/Firm/Agency/Partner and the firm/agency has not been Black Listed by the Government or Non-Government organization.
48. Hospital Administration reserves the right to accept or reject any or all bids without assigning any reasons. Hospital administration also reserves the right to reject any bid which in his opinion is non responsive or violating any of the Conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
 49. Hospital Administration may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and financial evaluation.
 50. Tender Inviting Authority may ask for additional information / Document(s), if any. The tenderer has to submit the required information/document as asked for by the Tender Inviting Authority.
 51. If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by email etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

PAYMENT TERMS

- a. The service provider must ensure that entitled wages of the workers are credited to their bank account on the 7th of the following month; Service provider will not be given any relaxation in this matter.
- b. While submitting the bill for the next month, the services provider must file a certificate certifying the following:
 - xvi)** Wages of workers were credited to their bank accounts on (date).
 - xvii)** ESI Contribution relating to workers amounting to Rs. _____ was deposited on ____ (date) (Copy of the challan enclosed).
 - xviii)** EPF contribution relating to workers amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan enclosed).
 - xix)** He is complying with all statutory Labour Laws including Minimum Wage Act.
 - xx)** Bio metric attendance
- c. Payment authority reserves the right to ask for a certificate issued from nodal officer (s)/in-charge of the facility (ies) certifying that the Contractor has provided satisfactory services in that particular facility for which the contractor has submitted invoice (s) for payment. It is the responsibility of the payment authority to get such certificate (s) from nodal officer/ in-charge of the facility and if nodal officers failed to issue such certificates in time, it would be presumed that services being provided by the contractor are satisfactory.

The service provider should submit the bill in accordance with the above time schedule.

TDS will be deducted as applicable.

Hospital Authorities will try to make payments before 10th after receiving all the documents as mentioned above and will not hold the payment without any justified reason subject to availability of the budget.

Signature of the Tender Inviting Authority

(Designation):

FINANCIAL PROPOSAL

The evaluation committee of the Hospital administration will assess the financial bid of the bidders who have been declared eligible after technical evaluation. The lowest amount offered by the firms / agencies as service charge shall be considered as L-1. In case the financial bid of more than one firms / agencies is same as L-1, then the work will be awarded to the firms / agencies as follows: -

- i). By toss, if tie between the two firms/agencies.
- ii). By lottery, if tie between more than two firms/agencies.

AWARD OF CONTRACT:

Award of contract will be issued to the L1 Bidder. If due to any reason L1 bidder is unable to deposit due performance security or execute the agreement within stipulated time after depositing the performance security then that bidder will be rejected its EMD will be forfeited and L2 bidder may be called for the negotiation and if L2 bidder agrees to work on the rates quoted by rejected L1 bidder then contract may be awarded to L2 Bidder at the L1 rates.

SCOPE OF SERVICE

(SERVICE PROVIDERS RESPONSIBILITIES FOR SANITATION)

General Requirement & Documentation:-

1. Preparation of Schedule, housekeeping manual and Standard Operating Procedures (SOP) for various critical activities and related record proforma has to be prepared by contractor in consultation with Hospital authorities.
2. Creating awareness to work force :All employees shall be given training about Bio medical waste management and Handling SOPs pertaining to sanitation
3. **Daily/weekly cleaning services by Safai Karamcharies:**
 - I. Daily cleaning (Sweeping, washing scrubbing and swabbing of Office OPD rooms, wards, lifts including Furniture's, Fixtures and Electrical Gadgets excluding medical equipments.
 - II. Daily Sweeping, Washing scrubbing and swabbing etc. of the verandas, vestibules and staircases and cleaning the articles lying therein such as spittoons, fire fighting equipment, Dustbins, CCTV, Public Address Systems etc.
 - III. Daily Sweeping open spaces like roads, courtyards garages etc.
 - IV. Cleaning open spaces like lawns etc. which are to be kept clean by picking papers-bits and by partial sweeping, (may be done manually, wherever necessary).
 - V. Cleaning (Sweeping, washing scrubbing and swabbing etc.) of latrines, Bathrooms, urinals etc. washing of toilets should be done so as to ensure clean toilets round the clock.
 - VI. Clearance of garbage till a designated place and clearance of Biomedical waste as per the prescribed norms of the Bio Medical Waste Management Act. The material to be used should comply with the medical waste and disposal Act. Different colour containers dust bins/Trolley and basket will be provided by the Hospital authority
 - VII. Clinical area shall be kept clean round the clock.

- VIII. The Service Provider/ Agency should ensure that all the toilets are to be equipped with liquid soap, odonil and naphthalene balls to maintain a hygienic atmosphere. **Service Provider will use Hospital grade phenyl.**
- IX. The Service Provider/ Agency should ensure that sinks, floor, blinds and other paraphernalia's remain always clean and dust free. Wall Tiles fixed in verandas, rooms, toilets and other areas should be cleaned.
- X. Status report in respect of cleaning of toilets shall be pasted during each shift.
- XI. The Dusting and Cleaning of the rooms, along with carpets, curtains, electric appliances, hospital furniture, doors, windows, window glass or anything inside or outside the building premises would be done through electronics or other mechanical devices.
- XII. Windowpanes in staircases and in all rooms to be stain free all the time.
- XIII. Granite slabs in labs, around the sink to be cleaned once a day or more frequently (need base).
- XIV. Fixed furniture and examination area to be cleaned daily and well maintained.
- XV. The wall of the premises in agreement quoted above will be cleaned once a day and as and when required.
- XVI. Different types of Signage boards/Notice boards etc. provided in building are to be cleaned by suitable methods. The said boards should be kept neat & clean always.
- XVII. Service Provider would clean urine pots, bed pans, sputum pots, or other equipments as & when required
- XVIII. The SafaiKaramchari shall be responsible for constantly assisting male and female operated and convulsing patients accompanied by Bed Pan, Urine pot etc. as per instructions of the staff. If any patient/child vomits or passes stool in the hospital premises, the SafaiKaramchari on duty will have to do the mopping at once.
- XIX. The Service Provider/Contractor shall be responsible for carrying the dead body/bodies from the hospital premises to mortuary and to be loaded in the vehicle. He will be responsible for taking the dead body/bodies from the hospital premises brought by the Police or otherwise up to dead-house and will also be responsible for helping in carrying out post-mortem by doctors, stitching of dead body, wrapping it in the cloth, handing it over to the relative/police. The dead house should be cleaned properly after each post-mortem.
- XX. In morning or during the day services of cutting grass, cutting of bushes in lawns and Hospital Premises cleaning of web nets in Indoor Block, Outdoor Block and Administrative Block will have to be provided by the Service provider.
- XXI. The Service Provider/ Contractor shall be responsible for Carry out regular fumigation, spraying and other insect, pest and rodent repellent measures through approved pest control agency. The provision of pesticides / insecticides to be within the scope of the bidder.
1. Frequency of cleaning shall be need based as per requirement. However the service provider shall ensure that hospital is neat & clean by 8 AM in the morning daily; & would ensure cleanliness throughout the day. While doing cleaning at night hours, Service Provider would ensure that patients & attendants are not disturbed.
 2. The operation theatre, labour room remain busy most of the time and requires cleaning/sweeping after every operation/ delivery and as such constant availability of the female workers in the operation theatre/labour room, round the clock throughout the contract period must be ensured.

3. The Service Provider/Contractor shall provide female workers exclusively for female in-door wards, female OPDs and labour rooms/OTs etc.
4. The Hospital premises, indoor wards, special wards, OPD Blocks male and female, Post mortem block, Blood bank/X-ray Section, T.B Clinic, Lab Section, Ultra Sound Unit Room, STD clinic, Leprosy Clinic, Casualty Corridor, Diagnostic Centre, needs cleaning four time a day i.e. at 7.30 AM, 1.30 PM, 5.00 PM and 8.00 PM, whereas whole of the complex of Tender Inviting Authority(*CMO/MS/BMO/SMO office*) and Store, MPW/Nursing Training School hospital complex, cleaning of drains and parks and remaining parts of the building needs cleaning twice a day i.e. 8.00 AM and 1.30 PM . Mortuary is to be cleaned after every post-mortem. In the case of any accident/catastrophe, casualty section will be cleaned as per situation as many times as required.
5. That the toilets will be cleaned every two hourly and as & when required.
6. The sweeping of the main hall of canteen and kitchen, or hospital, shall be done thrice a day & as & when necessary.
7. That wet mopping of the pantry and in the kitchen shall also be done thrice a day & as & when necessary.
8. **Material and equipments to be used as per Annexure 9 attached.** Only hospital grade phenyl will be used. The Service Provider/Contractor will provide the samples of all the consumables to be used for sanitation/ cleaning purposes during the demonstration of the equipment which will be kept as samples during the contract period.
9. **Manpower Methodology:**
Service Provider/Agency must ensure sufficient manpower as per requirement and must enclose the detail action plan regarding deployment of supervisor and ground level staff.

CLEANING & SANITATION SERVICES RECORDS:

Service Provider/Contractor will have to maintain proper records of Cleaning/ Sanitation for each activity. Similarly, Service Provider/Contractor will have to make a Cleaning & Sanitation Plan. Some of the records to be maintained are as follows:

- i. Staff profile with address,
- ii. Staff attendance in shift basis,
- iii. Deployment of Man -power in each shift.
- iv. Stock details & utilization of Chemicals / Reagents.
- v. Details of Cleaning & Sanitation activities carried in each shift as per cleaning & housekeeping schedule of work. (Record proforma and schedule will be finalised in consultation with Hospital authorities) and cleaning record shall be made available / displayed at concerned locations
- vi. Monthly summary of work carried out as per schedule of work.
- vii. Apart from the above, the Team leader/Supervisor in each shift will have to sign the cleaning & Sanitation. The record of bio medical waste is to be kept.

PERFORMANCE EVALUATION:

- a) The quality assurance of the Sanitation Services should be ensured regularly (Daily, Weekly, Fortnightly or Monthly depending upon the discretion of the Department) on the basis of the periodical reports furnished by the Service Provider/Contractor.

- b) The Service Provider/Contractor and all his staff deployed for sanitation work will work under the supervision of the Tender Inviting Authority
- c) Appropriate records in reference to above shall be maintained by the Service Provider/Contractor at his own cost.

SPECIFIC TERMS & CONDITIONS

01. *The Tender Inviting Authority (CMO/MS/BMO/SMO I/c)* reserves the right to cancel the contract agreement or to withhold the payment in the event of non commencement or unsatisfactory performance of the work contract. In such eventuality *Tender Inviting Authority(CMO/MS/BMO/SMO)* further reserves the right to get the work done from open market or through some other agencies. Service Provider/Contractor will be black listed in the department for a period of 4 years from participating in such type of tender & his earnest money / security deposit may also be forfeited, if so warranted.
 02. Any person who is in Government Service or an employee of the department should not be made a partner to the contract by the Service Provider/Contractor directly or indirectly in any manner whatsoever.
 03. In every case in which by virtue of the provisions of the Workman's Compensation Act, the Government of India/ Government of HP obliged to pay compensation to such person employed by the Service Provider/Contractor in execution of the work; the Government will be entitled to recover from the Service Provider/Contractor the amount of compensation so paid.
 04. The Service Provider/Contractor shall indemnify the Department against all other damage/ charges and expenses for which the Government may be held liable or pay on account of the negligence of the Service Provider/Contractor or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof..
 05. *Tender Inviting Authority(CMO/MS/BMO/SMO)* reserves the right to terminate the contract without assigning any reason by giving the Service Provider/Contractor one calendar months notice of its intention to do so and on the expiry of the said period of notice, the contract shall come to an end without prejudice for any right of remedy that may be accrued to other party by reason of any incident.
 06. If any information furnished by Service Provider/Contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the *Tender Inviting Authority(CMO/MS/BMO/SMO I/c)*.
 07. In case the Service Provider/Contractor fails to commence / execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract, *Tender Inviting Authority (CMO/MS/BMO/SMO)* reserves the right to impose the penalty as detailed below:-
 - a) 2% of cost of order / agreement per week, up to 4 weeks delays.
 - b) After 4 weeks delay *Tender Inviting Authority (CMO/MS/BMO/SMO I/c)* reserves the right to cancel the contract and withhold the agreement and get this job carried out from other Service Provider/Contractor(s) from open market at the competitive rates. The defaulting Service Provider/Contractor will be blacklisted as 14 per clause stated in (I) above and the difference if any will be recovered from the contractor.
- Note:** Attention is invited to relevant paras in this regard to the penalty for the unsatisfactory work and delay in completion of work within the scheduled time. The penalty clauses will be strictly imposed for unsatisfactory work or failure to complete the work within scheduled time.
08. The individual signing the quotation form or any document forming part of the contract on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such person of the firms as the case may be in all matters pertaining to the contract including the arbitration clauses. If subsequently the person so signing fails to provide the said power of attorney within a reasonable time the Government may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all costs and damages. In case of registered or unregistered Partnership Firm, all the partners should sign the quotations. In case any person signing the agreement on behalf of limited Company or firm, he will produce letter of authority / resolution passed by the company empowering him to sign the agreement on behalf of the company or firm.
 09. The Service Provider/Contractor has to maintain all the relevant records i.e.Registers and documents as required by the Labour department, Regional Provident Fund Commissioner and Employees State Insurance Corporation or other local bodies as per the existing statutory Laws & rules as amended from time to time.

10. In case of any violation of statutory provision under Labour Laws / or otherwise on behalf of the Service Provider/Contractor there will not be any liability on *Tender Inviting Authority(CMO/MS/BMO/SMO)*.
11. In the event of any dispute arising out in connection with the interpretation of any clause in the terms and conditions of the contract agreement, or otherwise the matter shall be referred to an Arbitrator i.e Principal Secretary (Health), Govt. of Himachal Pradesh and his decision will be final and binding on the parties to the contract. Courts at Himachal Pradesh shall have jurisdiction in connection with any dispute / litigation arising out of this contract.
12. Service Provider/Contractor must ensure sufficient manpower as per requirement and must enclose the detail action plan regarding deployment of supervisor and ground level staff.
13. That the Service Provider/Contractor shall engage the sanitary staff **above the 18 age** & below the age of 50 years and any complaint of misbehaviour and misconduct comes to the knowledge of the Tender Inviting Authority (*CMO/MS/BMO/SMO*) then all such responsibility shall be of the Service Provider/Contractor and any loss due to negligence of mishandling by the sanitary staff, the Service Provider/Contractor shall himself be responsible to make good for the losses so suffered by the Department.
14. The Department shall not be responsible financially or otherwise for any injury to the staff deployed by the Service Provider/Contractor in the course of performing the duty for and on behalf of the contractor.
15. The Service Provider/Contractor should ensure medical fitness and police verification of the employees engaged by him.
16. The Department will be under no legal obligation to provide employment to any of the personnel of the Service Provider/Contractor after expiry of agreement period and the Department recognizes no employer-employee relationship between the Department and the personnel deployed by the Service Provider/Contractor.
17. That the attendance and other relevant records shall be kept by the contractor at his own cost and be produced by him on demand to the *Tender Inviting Authority (CMO/MS/BMO/SMO)* or any officer deputed for this purpose by the *Tender Inviting Authority(CMO/MS/BMO/SMO)* as the *Service Provider/Contractor* and his staff is under overall supervision of the *Tender Inviting Authority*.
18. That the *Service Provider/Contractor* shall obtain a license under Contract Labour R&A Act, 1970 and also submit a copy of such license duly attested in the department prior to furnishing the tender/contract. Moreover, he shall abide by all the necessary provisions of various Labour Laws / Acts viz. ESI Bonus, Contract Labour, Workman's Compensation and any other laws and rules applicable to him in this regard.
19. That the Service Provider/Contractor, himself, will be responsible for any type of statutory / mandatory claims or penalties in light of the default with reference to the above provisions.
20. That in case any person engaged by the Service Provider/Contractor is found to be inefficient quarrelsome, infirm, intoxicated, invalid or found indulging in theft and other unlawful or activities, the Service Provider/Contractor shall replace such person with a suitable substitute at the direction of the department.
21. That the department shall not be liable to provide any sort of accommodation to the staff or person deployed by the Service Provider/Contractor and no cooking / lodging will be allowed in the premises of the department at any time.
22. That the Service Provider/Contractor shall not engage any sub- contractor or sublet / transfer the contract to any other agency / person in any manner.
23. That the Service Provider/Contractor shall not, at any stage, cause or permit any sort of nuisance in the premises of the department or do anything which may cause unnecessary disturbance or inconvenience to others working there as well as to the general public in the department.
24. That the Service Provider/Contractor shall, for providing proper and hygienically sanitation services, ensure the following:
 - i. That a daily report of its staff on duty and about their performance is furnished.
 - ii. That its staff does not smoke/drink/ found in intoxicated state at the place of work.
 - iii. That any specific sanitation task assigned to it by the Tender Inviting Authority or any officer authorized by him is carried out by him diligently and well in time.
 - iv. That before using any equipment / appliances or material and products of sanitation, it is having the approval of the Tender Inviting Authority as no sub-standard material being used.

25. The department will deduct Income Tax at Source as per Income Tax Act, .1961.
26. The frequency, method and the material to be used for cleaning should be as per standard hospital practices depending upon the area/department.
27. The Service Provider/Contractor shall ensure compliance of Biomedical waste (Management & Handling) Rules, 1998 notified by the Government of India and any other rules and guidelines framed by the H.P. Pollution Control Board. The contractor shall be held liable for any contravention/ breach of these statutory provisions.
28. Service Provider/Contractor shall ensure the disposal of garbage and Bio-Medical Waste to designated place(s) as per prescribed standard norms for waste disposal.

Signatures of the Tenderer

(Annexure 3)

TENDER FORM FOR PROVIDING SANITATION SERVICES

Sr.No.	Particulars	
1	Name & Address of Institution:-	
2	Cost of tender Document Rs.	
3	Affix duly attested PP Size recent Photograph of the Prospective bidder	
4	Due date for tender	
5	Opening time & date of tender	
6	Name, address of Firm/ Agency and Telephone no. & E-mail address.	
7	Registration number of the Firm/ Agency	
8	Name, Designation, Address and Telephone No. of Authorized person of Firm/Agency to deal with	
9	Please specify as to whether Service Provider/Contractor is a sole Proprietor/partnership Firm/Company. Name, address/ And Telephone no. of Director/ partners should be specified. (a) (b) (c) (d)	
10	(a) Copy of PAN Card issued by Income Tax Department Attached or Not Attached	
11	Copy of last two financial year's Income Tax Returns Attached or Not Attached	
12	License No. under Contract Labour (R&A) Act, if any	
13	Details of Earnest money deposited a. Amount: Rs..... (Rs.....in words) b. FDR No c. Date of issue: d. Name of the issuing authority:	
14	Confirm your organization employees: a) 20 or more than 20 employees b) Less than 20 employees.	
15	In case your organization employs more than 20 employees, same should fulfill PF & ESI requirements. a) Employees Provident Fund Registration No. (Given by PF Commissioner)	
16	ESI Registration No. (Given by ESI Director)	
17	Goods & Services Tax Registration	
18	Any other information.	

Declaration by the Service Provider/Contractor

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

(Signature of Tenderer)

Name:

Designation:

Address:

Phone No. (0):

Annexure 4

Tender Inviting Authority:-

Name of Work:-

Contract No. :-

Name of the Bidder/Biddibg firm /Company

Financial Bid /BOQ

QUOTATION FOR PROVIDING “SANITATION SERVICES TO -----”

(Format only. Rates are to be quoted online only)

S. No	Item Description	Wage rate per Safai Karamchari per month Greater than or Equal to (Minimum daily wages fixed by H.P Govt.	Number of safai Karamchari Required as per tender document Including persons required in administrative block	Total Wages Per month for total number of persons to be deployed (Col. 3 X 4)	Total per month cost including service charges, consumables and toward equipments usage etc	Total service charges per month inclusive of manpower, consumables and toward equipments usage etc (Col. 5+6)	GST on Services	Total Charges for a month (Col. 7+8)	Total Charges for a year (9X12)
1	2	3	4	5	6	7	8	9	10
	To provide Sanitation Services in Hospital as per scope of Service/ Service Provider		<u>Minimum =</u>						

responsibilities for sanitation as per terms and conditions of the tender document and including the cost of consumables and all other charges)								
--	--	--	--	--	--	--	--	--

Employer share of EPF, ESI,EDLI etc will be paid as per the actual and as applicable on production of proof as per Minimum Wages Act. Service provider will ensure to deposit EPF,ESI,EDLI etc as per statutory requirements from time to time .

Service charges to be quoted by the service provider will include the cost of all the required consumables / equipment charges as per the need of the institution / tender document

CHECK LIST OF THE DOCUMENTS TO BE ATTACHED/UPLOADED WITH TECHNICAL BID

Please check whether the attested copies of the following documents have been attached or not.

1.	Registration No. of the firm / agency and One Self attested recent passport size Photograph of the face of the Authorized person of the firm(s) /agency(ies) with Name, designation, Address, office Telephone Nos. Whether bidder is a sole proprietor/Partnership Firm/Company and if Partnership Firm, Name, Addresses & Telephone- Nos. of Director/Partners also.	YES	NO
2.	PAN No.	YES	NO
3.	Provident Fund Account No. issued by the Competent Authority. If yes, a copy of latest inspection report of Enforcement Staff of EPF Authorities for the work carried out in previous year	YES	NO
4.	ESI Registration No. issued by the Competent Authority	YES	NO
5.	Contract License issued by the Labour Commissioners under contract Labour (R&A) Act.	YES	NO
6.	Cost of Tender document (Bank Draft) and Fixed Deposit Receipt towards Earnest Money Deposit submitted/uploaded or not	YES	NO
7.	Details of experience certificate with regard to sanitation work (with full details of the Agency (s) to whom such contracts awarded.) Copies of the Satisfactory reports should be attached.	YES	NO
8.	Undertaking that scrub machines/ high power vacuum cleaner etc as per Annexure 9 are available with the agency for use.	YES	NO
9.	Undertaking on Rs. 100/- stamp paper as per format enclosed in form as per Annexure 6	YES	NO
10.	An affidavit on Rs. 100/- stamp paper stating that no criminal / income tax / blacklisting case is pending against the firm.	YES	NO
11.	Duly filled annexure 7 (experience record)	YES	NO
12.	Power of Attorney as applicable	YES	NO
13.	Partnership deed or MOU/AOA if applicable	YES	NO
14.	Audited copy of annual return for the last three financial year certificate of annual turnover from C.A. and Income Tax Return for the last three years.	YES	NO
15.	Goods and Services Tax(GST) registration certificate	YES	NO

Signature of Tenderer
Name & Address with rubber stamp

FORMAT FOR PROVIDING UNDERTAKING

(To be submitted on a stamp paper of Rs. 100/-)

To

The (Tender Inviting Authority)

(Designation & Address)

(Complete Postal Address)

01. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the tender document and undertake to comply with them.
02. The rates quoted by me are valid and binding upon me for the entire period of the Contract.
03. I, the undersigned, hereby bind myself to Govt. of H.P for providing Sanitation services at (Name & Address of Hospital) for the period of the contract.
04. The security money deposited by me shall remain in the custody of the (Designation & Address of Hospital), till the expiry of the contract.
05. The condition herein contained shall form part of and shall be taken as included in the agreement itself.
06. I will be wholly responsible for providing sanitation services at (Name & Address of Hospital), and will ensure deployment of persons as per action plan submitted by Hospital Administration/ altered by the hospital authority.
07. I shall be responsible to provide all benefits i.e. E.P.F. Bonus, ESI, and Leave etc. to eligible employees employed by me.
08. I shall abide by the provisions of Minimum Wages act 1948 and Contract Labour Act 1970 and other Labour laws applicable from time to time.
09. Damage to hospital property if any, due to lapse on my part/my staff may be recovered from me.
10. Should any lapse occur on my part or on my staff while discharging the services the hospital authorities may cancel my contract and award the work to another agency and the costs difference may be recovered from me and can forfeit security money.
11. The decision of (Tender Inviting Authority) will be binding upon me/us.
12. I have not been penalized by any authority for providing unsatisfactory work by any health Institutions in the State of H.P. If the facts are to be proved concealed by the service provider, he will not only be debarred *from participation in the* tender also action under criminal law will be taken against him.

Date:

Signature of the Tenderer

Seal of the agency

EXPERIENCE RECORD

- a. Total number of years of experience in providing Sanitation / Housekeeping Services Years :
- b. Details of Experience of providing Sanitation / House keeping Services

SR. NO.	CLIENT AGENCY	PERIOD	DETAILS OF WORK	TOTAL COST OF WORK (IN RUPEES)	REMARKS

NOTE:

- 1. Details submitted in any other Performa will not be considered.
- 2. The details of work including the cost of work should be supported by attested copy of each client's certificate. / TDS on bill paid
- 3. Additional pages may be attached, if required.
- 4. All the pages shall be signed by the authorized signatory of the Tenderer.

Date:

Signature of the Tenderer

Seal of the agency

TENDER FOR PROVIDING SANITATION SERVICES (FORM OF AGREEMENT)

This agreement is made on the _____ day _____ 2018 between _____ (Name and address of Head of the Hospital) hereinafter called 'the Employer of the one part and (Name & Address of contractor) hereinafter called "the Contractor" of the other part, under which the contractor shall provide uniformed and trained personnel and will use its best endeavors to provide Sanitation services to the Hospital during the period from (dd/mm/yyyy to dd/mm/yyyy).

NOW THIS AGREEMENT WITNESSETH as follows:

01. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & conditions of contract hereinafter referred to.
02. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - (a) Letter of acceptance for empanelment / award of contract
 - (b) Terms and Conditions
 - (c) Notice inviting Tender
 - (d) Price Bid
 - (e) Addendums, if any
 - (f) Any other documents forming part of the contract.
03. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and complete the works/ services by in all respects with the provisions of the Contract.
04. The employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works/services, the Contract Price of Rs. being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in manner prescribed by the contract.

For and on behalf of the Contractor
the authorized official

For and on behalf of the Employer
Signature of the authorized official

Name of the official

Name of the official Stamp/Seal of the Contractor
Stamp/ Seal of the Employer

SIGNED, SEAL AND DELIVERED

By the said

By the said

----- Name

----- Name

on behalf of the Contractor in the
presence of the Witnesses:

on behalf of the Employer in the
the presence of Witnesses:

1. SIGNATURE:
NAME:

1. SIGNATURE:
NAME

DATE:
DESIGNATION:
TELEPHONE NO:

DATE:
DESIGNATION:
TELEPHONE NO:

2. SIGNATURE:
NAME:
DATE:
DESIGNATION:
TELEPHONE NO:
DATE:DATE:

2. SIGNATURE:
NAME:
DATE:
DESIGNATION:
TELEPHONE NO:

Note:

+ To be made out by the employer at the time of finalization of the form of agreement.

** Blanks to be filled by the employer at the time of finalization of the form of agreement.

*** To be deleted if not applicable.

LIST OF EQUIPMENTS (OF ISI OR EQUIVALENT STANDARD) TO BE SUPPLIED BY THE SERVICE PROVIDER /AGENCY FOR CLEANING AND SAITATION

Sr. No.	List of Equipments
1. For floor care	Twin Bucket Plastic ringer FI. Dust Mops with Holders Mop Refills Mop Handles Nylon Brooms with sticks Floor Scrubbing Pads (Machine) SS.Scr.Pads/Steel wools Dust Brushes S.S. Scrappers Swabber Frame Swabber Refills Mop / Swabbers Handle Double Bucket Trolleys Extension Pole for glass cleaning Step ladder aluminium Dust Collection Unit Solution pick up Unit External environment cleaner mechanical WET/DRY VACUUM CLEANER High Pressure cleaner Ladder Light duty Machine scrubber Heavy duty auto scrubber dryer Steam cleaning machine
02. For toilets	Scotch pads(I X50)pkt. Floor Rubber Squeezel I Mop Refill Mop Stick Metal Rubber Gloves PI. Buckets Medium (10 Ur.) Hand Brush Toilet Brush
03. For windows & glass	Glass Cloth Sponge Pads Stainless Steel Glass Scrappers Window Glass Cleaning Window Squeeze Window Applicator
04. For Furniture Fixture	Duster Cloth & Feather Duster
05. For Carpet Care	Dusters Dust Pan Hand Brushes Carpet Brushes

06. Others	Deck Broom Nylon Lobby Dust Pan Web Brush Curved for AC vents Web Brush Round for Fans Scrubbing Brush Metal Handle Rags
07. Attendance	Bio metric attendance
08. Consumables	Toiletries Consumables like Liquid Soaps, hygiene care units etc.,-(List including manufacturer's specifications to be provided)

Note: In addition to these any other required /consumables item required to fulfil the terms and conditions of the tender , like phenyl , odonil , liquid soaps/ soap , bio medical waste collection bags will be provided by the service provider.

Tender Document for providing Sanitation Services at the Public Hospitals in Himachal Pradesh

(Please enter Name and Address of tender Inviting Authority)

Phone:.....Fax:.....

Phone:.....Fax:.....

- 1) Cost of tender: Rs. 500/- (On Counter /in office) & RS. 550/- (By Registered Post)
- 2) Sale Date for Tender w. e. f.: From the Date of Publishing in Newspapers Up to date ____ time _____
- 3) Last Date of submission of Tender: up to 1.30 p. m. on date _____
- 4) Date and time of opening Pre-Qualification Bid of tender:) at 2:30 p.m. date _____
- 5) Date of opening of tender: (Note: Tender may please be given separately for each of the hospitals in separate sealed envelope as per detailed terms & conditions _____)

Sealed tenders are invited from the interested and eligible Firms, Proprietorship firm(s)/ Partnership firm(s) / Company/ Corporation/Cooperative Society or any legal entity for providing Sanitation SERVICES for the **(Name of institution & Address)** for the **period from 1-4-2018 to 31-3-2019**. Prescribed tender form can be obtained from the office of **(Name of Branch institution & Address)** from (dd/rnm/yyyy) to (dd/rnrn/yyyy) up to 1.00 p. m on any working day on payment of Rs. __ only. Duly completed tender form along with an earnest money deposit of Rs. (Rupees) in the form of FDR/Demand Draft/Banker's Cheque/Bank Guarantee from any of the Commercial Bank in favour of (Designation & Address) and other required documents should be put in the tender box placed in the (Name of Branch & Address) latest by 1.00P.M. on (dd/rnrn/yyyy). The terms & conditions may be read carefully and strictly complied with before submitting the tender/quotations:

Sr. No.	Name of Hospital	Period for providing sanitation services under Contract		Amount of Earnest Money to be deposited with tender form (in Rs.)
		Ten (10) days from of signing of agreement	To 31-03-2019	

The payment for receipt of Tender Form can be made either in Cash or in the form of **Demand Draft issued** in the name of the Chief Medical Officer,/SMO I/C/Sr. MS/MS, HP and payable at (.....)

Name & Address of the firm must be written on the back side of the Demand Draft by the tendered.

Amendments to TE documents

- a) At any time prior to the deadline for submission of tenders, the purchaser may, for any reason as deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. All such amendment may be notified only on the notice boards of the hospitals, amendments or corrigendum in respect of this tender may be issued in the press. Prospective bidders are advised to contact the tender inviting authority regularly in this regard.
- b) In order to provide reasonable time to the prospective Service Provider/Contractor to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

Clarification of TE documents

A Service Provider/Contractor requiring any clarification on any issue of the TE documents may take up the same with the purchaser in writing on..... **(Please Enter Communication Address of Tender Inviting Authority)** purchaser will respond in writing only to such request provided the same is received by the purchaser not later than seven days (unless otherwise specified in the SIT) prior to the prescribed Last date & time for submission of tender.

INSTRUCTIONS FOR SUBMISSION OF COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT

The tender document and other instructions can be obtained from the office of **(Name of Branch institution & Address)** and cost of tender document (non-refundable) as mentioned in the tender form shall have to be deposited in the shape of demand draft favoring **(Name of tender Inviting Authority)** before the last date and time of submission of tender and proof thereof should be enclosed in Technical Bid of the tender document. The Earnest Money Deposit in the shape of Fixed Deposit receipt duly pledged in favour of **(Name of tender Inviting Authority)** (Minimum for a period of Six month) or Demand Draft along with Cost of tender document should be submitted in an envelope and the same should be dropped in the tender box kept in the office of **(Name of tender Inviting Authority and postal address)**. **The envelope should be superscripted “Tender for Providing Sanitation Services to be opened on**” **The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side corner of the envelope**

General Instructions

- r) Tenders not confirming to the essential requirements, as per check list will be rejected and no correspondence thereof shall be entertained whatsoever.

- s) Price bid of only those Service Provider/Contractor shall be opened who are found eligible at the pre-qualification stage.
- t) **The contract shall be awarded for a period of one financial year or a period within a financial year from the date of award of rate contract and the rate contract shall expire at the end of same financial year i.e last day of the next March. The period of contract may be extended, on a certificate of outstanding performance from the local Sanitation committee of the hospital concerned, by Director Health Services, H.P (DHS). But it will not be a binding on the DHS to extend the period of contract.**
- u) Bids submitted must be unconditional and no communication will be made till the finalization. Late and delayed tenders will not be accepted.
- v) *The Tender Inviting Authority*(CMO/MS/BMO/SMO I/C) reserves the right to accept or reject any or all the tenders without assigning any reason thereof

II. SUBMISSION OF TENDER: GENERAL CONDITIONS

2. The tender must be submitted in two parts

(A) Pre Qualification bid

(B) Price bid. (Financial Bid)

The two bids must be submitted in **two separate envelopes-I & II, clearly marked as “Pre - Qualification bid” and “Price bid”** as the case may be, and must be put in the **single envelope**. Both the envelopes-I & II and the single envelope containing them should be sealed properly & individually.

The single sealed envelope containing both the sealed envelopes-I & II bearing the name & complete postal address of the bidder **must be super-scribed/** marked as **“Tender for providing Sanitation Services in respect of (Name of Hospital)”** and should be addressed to the Chief Medical Officer, MS/SMO I/C, HP. **Sealed Envelop-I super-scribed as “Pre-Qualification Bid for providing Sanitation Services in respect of (Name of Hospital)”– will contain all essential documents for Pre-Qualification bid.**

Sealed Envelop-II- super-scribed as: **“Price Bid for providing Sanitation Services in respect of (Name of Hospital)”** - will contain **“Price Bid”** duly filled in the **Annexure-4** of Tender Form.

III. Eligibility Criteria for Participation in the Tender :-

- k) The Service Provider/Contractor should be registered Firm, Proprietorship firm(s)/Partnership firm(s)/Company/Corporation/Cooperative Society or any legal entity.
- l) Copy of registration certificate confirming Registration No. of the service provider / contractor firm must be enclosed.
- m) Service provider should have minimum two year experience in Sanitation services in a 50 bedded private or Government hospital.
- n) The Service Provider/Contractor must have Goods and Service Tax (GST) registration Copy of the registration certificate must be enclosed.
- o) License No. Under Contract Labour Act. The service Provider/Contractor must upload an appropriate labour license issued by competent authority for carrying out sanitation service / cleaning activity. (Proof of license issued by competent authority must be enclosed).
- p) The Service Provider/Contractor should be duly registered with the ESI & EPF department having its jurisdiction for the HP (or) **should give undertaking that he/ she is not employing 10 or more number of employees** (Proof or copy of registration with these departments and copy of account number allotted by the aforesaid departments or **undertaking** must be enclosed).
- q) Service Provider/Contractor should have submitted IT returns for the last two financial years.
- r) Copy of PAN No. and copy of Income tax Return of last two financial years must be enclosed.

- s) The Service Provider/Contractor shall enclose a certificate that the Service Provider/Contractor (bidder) is not black listed.
- t) **Turn over criteria**
 Service provider / Contractor shall have minimum turn over as mentioned in the table below in the preceding two years. Service provider / Contractor shall submit certificate in support of turn over claimed.

201 or more beds	<u>Rs 25,00,000</u>
101 to 200 beds	<u>Rs 10,00,000</u>
Upto 100 beds	<u>Rs 5,00,000</u>

k) **SITE VISIT**

Any site information / schedule of works given in this tender document are for guidance only. The Service Provider/Contractor is advised to visit and examine the Site of Works and its surroundings at his own cost and obtain all information that may be necessary for submitting the tender and entering into a Contract. The Service Provider/Contractor shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.

IV. Terms & Conditions

52. Tenders not confirming to the essential requirements, as per check list (**Annexure 5**) will be rejected and no correspondence thereof shall be entertained whatsoever.
53. In case the Service Provider/Contractor is an Association, consortium or joint venture, the Service Provider/Contractor shall enclose a power of attorney authorizing the signatory of the tender to sign /execute the Service Provider/Contractor or each member of the partnership, consortium or joint venture.
54. Price bid of only those Service Providers/Contractors shall be opened who are found qualified in Pre-qualification/ Eligibility Bid. Time & Date for opening of Price Bid shall be fixed and intimated only to the qualifying Service Providers/Contractors
55. The tender document should be signed by the Service Provider/Contractor himself/or by an authorized signatory. Attested copies of the Registration number of the Firm, License No. under contract labour Act, Provident Fund Account No. allotted by the Provident Fund Commissioner, ESI No, PAN No.(in case of partnership PAN No should be in the name of Service Provider/Contractor (firm) allotted by the Income Tax Department, proof of filing income tax return for last financial year and Satisfactory Performance Certificate issued by the concerned agency (s)/ organizations where such type of works / jobs have been performed by the Contractor

earlier should be enclosed. The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at -----Hospital or for any accident caused to them and the Hospital Administration shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the CMO/MS/ SMO I/C ZH/RH/CH----- for whatever reason. The Agency shall also be responsible for the insurance of its personnel if required. The agency shall specifically ensure compliance of various Laws, rules in force, statutory regulations/Acts applicable to workers including but not limited to with the following and their re-enactments/amendments/modifications:-

- (ii) The Payment of Wages Act 1936
- (jj) The Employees Provident Fund & Misc. Provision Act, 1952
- (kk) The Contract Labour (Regulation & Abolition) Act, 1970
- (ll) The Payment of Bonus Act, 1965
- (mm) The Payment of Gratuity Act, 1972
- (nn) The Employees State Insurance Act, 1948
- (oo) The Employment of Children Act, 1938
- (pp) Industrial Disputes Act, 1947
- (qq) The equal Remuneration Act, 1976.
- (rr) Minimum Wages Act, 1948

56. Every paper of the tender document should be signed by the Service Provider/Contractor with seal of Agency/ Firm before submitting the tender.
57. The envelope containing Cost of tender document, Earnest Money Deposit should be superscripted **“Tender for providing of Sanitation Services to be opened on**” The name of the bidder, complete postal address, and Mobile No. must be mentioned on the left hand side corner of the envelope.
58. Bidder must be having a registered office in HP and if award is given to any agency which is not having registered office anywhere in HP they will have to open it within one month of issue of award letter & and to get it registered with H.P. Govt. All the necessary certification / registrations by virtue of this contract have to be carried out by successful Bidder within one month of award letter. Successful Bidder should ensure training of employees in Biomedical waste Management and Handling, within one month from the date of commencement of

activities. Any new employees should also be trained on Bio medical waste handling and management.

59. EARNEST MONEY DEPOSIT

The amount of EMD will as under:

- * Up to 100 bedded hospital----- Rs. 50,000/- (Rupees Fifty Thousand only)
- * 101 to 200 bedded hospital----- Rs. 1, 00,000/- (Rupees One Lac only)
- * 201 and above bedded hospital---- Rs. 1,50,000/- (Rupees One Lac Fifty Thousand only)

- f. EMD must be deposited in the shape of Demand Draft in favour of Tender inviting Authority or Fixed Deposit Receipt (FDR) (Minimum for a period of Six Months duly pledged in favour of Tender Inviting Authority (Chief Medical Officer/ Medical Superintendent/ BMO/SMO I/c as the case may be (Designation & Address) of the concerned district. No other mode of payment is acceptable. EMD will not carry any interest.
- g. The Proof of payment must be enclosed in the Technical Bid.
- h. EMD in case of unsuccessful Service Provider/Contractor will be refunded to them within 30 days of award of the contract to the successful Service Provider/Contractor without any interest.
- i. EMD will be forfeited in the event of the Service Provider/Contractor withdrawing or modifying his bid after opening of the tenders and till completion of the tender process i.e. till award of the contract or in the event of the Service Provider/Contractor who has been awarded the contract declining to honour the same.
- j. In case the EMD or proof of remittance of the EMD is not found submitted in the Technical Bid envelope or the EMD has not been submitted in the mode specified, the tender shall be liable to be rejected.

60. The Tender Inviting Authority will deduct Income Tax at source under section 194-C of the Income Tax Act, 1961 from the Service Provider/Contractor as applicable.

61. Performance Security:-

The successful Service Provider/Contractor shall deposit Performance Security equal to 10 % of the total cost of annual contract in the form of FDR/bank Guarantee from Scheduled bank (duly pledged in favour of Tender Inviting Authority (Chief Medical Officer / Medical Superintendent /BMO/SMOI/Cas the case may be) for the due performance of the contract. In the event of any breach / violation or contravention of any terms and conditions contained herein by the Service Provider/Contractor, the said security deposit shall be forfeited by the Tender Inviting Authority. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest shall be paid by the Tender Inviting Authority on earnest money or security deposits. The security deposit will be returned to the Service provider/Contractor when due after Satisfactory performance of the services of the contract and on completion of all obligations by the Service provider/Contractor under the terms of the contract and on submission of a "No Due Certificate.

62. The Tender Inviting Authority (CMO/MS/BMO/SMO I/c) reserves the right to cancel/ reject full or any part of the tender which Service Provider/Contractor do not fulfil the conditions stipulated in the matter.
63. Service Provider/Contractor submitting a tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance rejection of the tender.
64. Any Act on the part of the Service Provider/Contractor to influence anybody in the Department is liable to rejection of his tender.
65. The Service Provider/Contractor shall provide a non-judicial stamp paper of Rs. 100/- for preparing a Rate Contract Agreement.
66. The Service Provider/Contractor shall abide by and comply with all the relevant laws and statutory Requirements covered under Contract Labour (regulation & abolition Act 1970), Minimum Wages Act, EPF & MP Act 1952 and any other law if applicable with regard to the labour engaged by him for works.
67. Every worker so appointed by the Service Provider/Contractor shall wear the prescribed uniform according to seasons i.e. summer grey colour uniform in summer and olive green uniform in winter and a badge bearing his name and designation, while on duty. The said uniform and badge shall be provided by the Contractor at his own cost. Service Provider/Contractor will provide protection wear like Cap, Gum Boot, Mask, along with proper dress to all the workers. No Hospital Cap, Mask or gloves will be used for this. The contractor shall be responsible for taking all measures to safeguard (all the staff employed by him/his firm) from all the likely health hazards including Personal Protective Equipment (PPE) and immunization.
68. That the Service Provider/Contractor staff shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission.
69. The Service Provider/Contractor must employ adult labour only. Employment of child labour will lead to termination of the contract. The contractor/service provider shall engage only such workers, whose antecedents have been thoroughly verified.
70. That the Service Provider/Contractor shall be responsible to provide immediate replacement of a worker, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information have been given. The Service Provider/Contractor will ensure attendance of Workers on Bio-Metric attendance Machine. The Tender Inviting Authority (Chief Medical Officer/Medical Superintendent /BMO/SMO I/C) will verify the Bio-Metric based attendance.
71. That the Service Provider/Contractor staff shall work under overall supervision and direction of the Tender Inviting Authority. The working of machinery will be checked/supervised by the Head of the Institution and a certificate to this effect will be issued by the Tender Inviting Authority (Chief Medical Officer/ Medical Superintendent /BMO/SMO I/c) on weekly basis before making payment to the Contractor.
72. That the Service Provider/Contractor shall also be responsible to provide all the benefits e.g. P.F, ESI, Leave etc., to eligible staff engaged by the Contractor.
73. The Service Provider/Contractor shall disburse the wages to its employees through Cheque/NEFT/RTGS .The details of payment to employees i.e. Names of employee with amount

&transaction Number for the previous month should be submitted only then the muster roll for the current month shall be entertained and payment will be released.

74. The Tender Inviting Authority shall have the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of duty.
75. The Service Provider/Contractor Staff shall carry out such other duties as are entrusted to them from time to time.
76. The Service Provider/Contractor shall not engage any Sub- contractor or transfer the contract to any other person in any manner.
77. That the tenders not conforming to the requirements will be rejected and no Correspondence thereof shall be entertained whatsoever.
78. At least 1/3rd of the sanitary workers should be female.
79. All workers should refrain from smoking in the hospital premises, have courteous and helpful nature, take proper care of their instruments, and promote safety by reporting any dangerous situations observed by them, if any. Any staff found in a drunken or intoxicated state shall have to be removed by the contractor.
80. The successful Service Provider/Contractor must ensure sufficient manpower as per requirement and must enclose the detail action plan regarding deployment of supervisor and ground level staff. In addition to this additional safaikaramchari's will be ascertained as per the following formula:

$$\text{No. of Safai Karamchari's} = \frac{\text{No. of Beds Sanctioned / Functional in a hospital whichever is less}}{8}$$

In addition to this 2 additional workers will be provided for the Administrative Block in ZH/RH. For other institution CHC/ CH, 1 additional worker will be provided by the service provider for administrative block.

Tender Inviting Authority must specify the number of the persons to be provided by the service provider as per the sanctioned / functional bed strength of the institution (whichever is less)

Thus the minimum staff strength of Safai Karamchari's in an institution is fixed at the ratio of one worker for every 8 beds subject to a minimum of 4 workers for a less than 30 bedded Government Hospital. **No. of Safai Karamchari may be calculated on the no.of sanctioned beds or no. of actual functional bed whichever is less.**

Illustratively if there are 200 beds in an Institution, the Institution would be eligible for minimum 25 Safai Karamchari's (Sweepers) plus 2 additional workers for administrative Block. The Service Provider/Contractor have to quote his rates for providing these minimum numbers of Safai Karamchari's (Sweepers) calculated as per above formula. The numbers can be increased on the basis of rates, terms & conditions and agreement entered between the Service Provider/Contractor and Tender Inviting Authority (Designation & Address of Head of Hospital) subject to prior approval from the Director Health Services & after submitting the request with full justification. That the Service Provider/Contractor shall have to provide any additional personnel for allocating any additional work/job arising out as per the circumstances directed by

the Tender Inviting Authority or any officer authorized by him in addition to those duties/Personnel covered in this contract with the same amount of the contract.

81. The hospital authorities will provide the electricity and water and Service provider/ Contractor shall procure the material and equipments required for carrying out sanitation work at his own cost. The material procured shall be of standard **ISI** quality. Service provider will submit the samples of the material going to be used which will be kept by the tender inviting authority for future reference. The hospital authorities' reserves the right to reject any material found of substandard/inferior quality.
82. The Service provider/ Contractor shall procure the consumables (soap, toilet roll, paper towels, plastic mugs, hockey brush, wipers, etc). / Chemicals/ detergents/ disposables/disinfectants and other stores related to sanitation and housekeeping. The contractor shall use eco-friendly and ISI marked detergents, chemicals, consumables. The contractor is bound to change any chemical, consumable, detergent to the satisfaction of the hospital authorities.
83. If any money shall, as a result of any instructions from the labour authorities or claim or application made under any of the labour laws, or Regulations, be directed to be paid by the Hospital, such money shall be deemed to be payable by the Service Provider/Contractor to the Hospital within seven days after the same have been demanded from the Service Provider/Contractor. The Hospital shall be entitled to recover the amount from the Service Provider/Contractor by deduction from money due to the Service Provider/Contractor.
84. The antecedents of the staff deployed by the Service Provider/Contractor shall be got verified by the local police authority and an undertaking in this regard to be submitted to the dept. by the vender.
85. Tender inviting authority will not be responsible if any person employed by the service provider is found indulged in any unlawful activity.
86. An affidavit on Rs. 100 stamp paper should be submitted by the Service Provider/Contractor stating that no criminal/income tax / blacklisting case is pending against the Service Provider/Contractor and no vigilance/criminal case is pending in any court of law and also he has not been convicted in any criminal and vigilance case and has not been blacklisted. The Service Provider/Contractor has not been penalized for providing unsatisfactory sanitation services.
87. Service Provider/Contractor shall-have to provide an undertaking on Rs 100/- stamp paper as per format at (**Annexure 6**) enclosed.
88. In case of any addition or alteration in the structure of the hospital afterward the contract shall stand automatically included for the cleanliness purpose and no additional claim shall be raised by the Service Provider/Contractor.
89. In case of strike/tool down agitation by any/all of his workers, the Service Provider/Contractor shall be responsible to make alternate arrangement. If service provider fails to provide the alternative & hospital authorities engage the work force in such emergency, it will be at the risk and cost of the Service Provider/Contractor.
90. The Service Provider/Contractor shall have to obtain satisfactorily sanitation/cleanliness certificate from the committee of Sanitation constituted by the Tender Inviting Authority (CMO/MS/BMO/SMO I/c) of the hospital and the same will be submitted to the Tender Inviting

Authority(CMO/MS/BMO/SMO I/c) regularly after close of each month and the release of monthly payment shall be subject to production of this certificate.

91. In case of any dispute or difference, the award of the Arbitrator i.e Principal Secretary (Health), Govt of Himachal Pradesh will be final and binding on the parties to the contract and the courts at Himachal Pradesh shall only have the jurisdiction over the same.
92. The offer of rates by the Service Provider/Contractor will be subject to price fall clause i.e. if any item/contract is offered at lower rate by the Service Provider/Contractor at any other place in H.P. he shall not charge higher rates for the item/contract offered in the tender.
93. Quoted rates should be valid for acceptance for a period of 180 days from the date of opening of the Tender.
94. Every Supervisor deputed by the Service Provider/Contractor should maintain a register for keeping the daily record for sanitation & cleaning services and should take signature from the concerned department for their comments.
95. **PENALTIES:**
 - l. Any misconduct / misbehaviour on the part of the manpower deployed by the Service Provider/Contractor will not be tolerated and such person will have to be replaced by the Service Provider/Contractor at his own costs, risks and responsibilities immediately, with written intimation to the Administrative Officer. The Service Provider/Contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
 - m. In case the Service Provider/Contractor fails wholly or partly to carry out the assigned job within assigned time or job is not performed to the satisfaction of the same shall be arranged through other agencies at the risk and cost of the Service Provider/Contractor.
 - n. No payment shall be made for the work which is' not performed. Also proportionate deduction shall be made for the same.
 - o. If during inspection, the workers are not found in uniform without I-card, a penalty of Rs 100/- per employee will be charged per instance per day.
 - p. In case of any deficiency in services observed by Tender Inviting Authority (designated officials), a penalty of Rs. 500/- for first instance, Rs. 1000/- for second instance and multiples of thousand on each subsequent Instance will be imposed.
 - q. Upon receipt of complaint of deficiency in service, the Service Provider/Contractor shall with all reasonable speed but not later than 3 working days, remove the shortcomings/deficiencies.
 - r. If the Service Provider/Contractor having been notified fails to remove the shortcomings within 3 working days period. Tender Inviting Authority may proceed to take remedial action as may be necessary at Service Provider/Contractor risk and Cost.
 - s. If at any time any representative/personnel of Service provider/Contractor is found intoxicated or smoking or under the influence of alcohol, a penalty of Rs. 2000/- will be imposed on the service provider.
 - t. If there is no improvement in performance, even after penalties, the Tender Inviting Authority (Chief Medical Officer/ Medical Superintendent/Block Medical officer/SMO In-charge of the hospital) reserves the right to impose penalty based on the merits of the case . Besides that, if

advised by the Hospital the Service Provider/Contractor has to invoke the clause of removal of that person from their services.

- u. After giving sufficient opportunity to improve services, if there is no improvement, the tender may be cancelled.
- v. Quantum of penalty will be decided by the Tender Inviting Authority (**Chief Medical officer/ Medical Superintendent/BMO/SMO** Incharge) and the decision taken will be final and binding.

96. **Disposal of waste:**

A very high standard of hygiene must be maintained in all respects. Quick day to-day disposal of waste material shall be maintained. The Service Provider/Contractor will teach and train his staff for collection, disposal of garbage, general waste as well as Bio-Medical Waste as per Bio Medical Waste Management Act. The Service Provider/Contractor will make arrangement to collect the garbage, general waste as well as Bio-Medical Waste in the specified colour coded bags from all designated areas within the Hospital. Failure in quick disposal of waste will make the Service Provider/Contractor liable to pay fine, which may extend up to Rs. 100/- per such occurrence when reported by the Hospital for the first and second occurrences and there after Rs. 250/- per occurrence. The Service Provider/Contractor will maintain a record of the biomedical waste disposed off by him. The material to be used to comply with the bio Medical waste Management Act, like different colour coded dustbin, bags/ trolley will be provided by the hospital authorities. Any Plastic bags used by contractor should comply with Bio Medical waste management rules, Waste Management rules (Plastic)

- 97. The service provider will ensure bio metric attendance of all the workers and will attach a copy of bio metric attendance sheet along with the monthly bill. Bio metric machine will have to be provided by the contractor
- 98. Service provider will upload an Undertaking on organization letter head:
 - v. That firm/agency shall deploy **medically fit personnel's**.
 - vi. That the firm/agency shall open the office in Himachal Pradesh Within one month and must get registered under relevant Act with the HP Government. If they are already not having office in H.P.
 - vii. That firm/agency shall be able to deploy at least 70% Himachali.
 - viii. That there is no case pending with the police or any investigating agency against the proprietor/Firm/Agency/Partner and the firm/agency has not been Black Listed by the Government or Non-Government organization.
- 99. Hospital Administration reserves the right to accept or reject any or all bids without assigning any reasons. Hospital administration also reserves the right to reject any bid which in his opinion is non responsive or violating any of the Conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
- 100. Hospital Administration may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and financial evaluation.
- 101. Tender Inviting Authority may ask for additional information / Document(s), if any. The tenderer has to submit the required information/document as asked for by the Tender Inviting Authority.

102. If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by email etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

V. PAYMENT TERMS

d. The service provider must ensure that entitled wages of the workers are credited to their bank account on the 7th of the following month; Service provider will not be given any relaxation in this matter.

e. While submitting the bill for the next month, the services provider must file a certificate certifying the following:

xxi) Wages of workers were credited to their bank accounts on (date).

xxii) ESI Contribution relating to workers amounting to Rs. _____ was deposited on ____ (date) (Copy of the challan enclosed).

xxiii) EPF contribution relating to workers amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan enclosed).

xxiv) He is complying with all statutory Labour Laws including Minimum Wage Act.

xxv) Bio metric attendance

f. Payment authority reserves the right to ask for a certificate issued from nodal officer (s)/in-charge of the facility (ies) certifying that the Contractor has provided satisfactory services in that particular facility for which the contractor has submitted invoice (s) for payment. It is the responsibility of the payment authority to get such certificate (s) from nodal officer/ in-charge of the facility and if nodal officers failed to issue such certificates in time, it would be presumed that services being provided by the contractor are satisfactory.

The service provider should submit the bill in accordance with the above time schedule.

TDS will be deducted as applicable.

Hospital Authorities will try to make payments before 10th after receiving all the documents as mentioned above and will not hold the payment without any justified reason subject to availability of the budget.

Signature of the Tender Inviting Authority
(Designation):

VI. FINANCIAL PROPOSAL

The evaluation committee of the Hospital administration will assess the financial bid of the bidders who have been declared eligible after technical evaluation. The lowest amount offered by the firms / agencies as service charge shall be considered as L-1. In case the financial bid of more than one firms / agencies is same as L-1, then the work will be awarded to the firms / agencies as follows: -

- i). By toss, if tie between the two firms/agencies.
- ii). By lottery, if tie between more than two firms/agencies.

VII. AWARD OF CONTRACT:

Award of contract will be issued to the L1 Bidder. If due to any reason L1 bidder is unable to deposit due performance security or execute the agreement within stipulated time after depositing the performance security then that bidder will be rejected its EMD will be forfeited and L2 bidder may be called for the negotiation and if L2 bidder agrees to work on the rates quoted by rejected L1 bidder then contract may be awarded to L2 Bidder at the L1 rates.

VIII. SCOPE OF SERVICE

(SERVICE PROVIDERS RESPONSIBILITIES FOR SANITATION)

General Requirement & Documentation:-

1. Preparation of Schedule, housekeeping manual and Standard Operating Procedures (SOP) for various critical activities and related record proforma has to be prepared by contractor in consultation with Hospital authorities.
 2. Creating awareness to work force :All employees shall be given training about Bio medical waste management and Handling SOPs pertaining to sanitation
 3. **Daily/weekly cleaning services by Safai Karamcharies:**
- XXII. Daily cleaning (Sweeping, washing scrubbing and swabbing of Office OPD rooms, wards, lifts including Furniture's, Fixtures and Electrical Gadgets excluding medical equipments.
- XXIII. Daily Sweeping, Washing scrubbing and swabbing etc. of the verandas, vestibules and staircases and cleaning the articles lying therein such as spittoons, fire fighting equipment, Dustbins, CCTV, Public Address Systems etc.
- XXIV. Daily Sweeping open spaces like roads, courtyards garages etc.
- XXV. Cleaning open spaces like lawns etc. which are to be kept clean by picking papers-bits and by partial sweeping, (may be done manually, wherever necessary).
- XXVI. Cleaning (Sweeping, washing scrubbing and swabbing etc.) of latrines, Bathrooms, urinals etc. washing of toilets should be done so as to ensure clean toilets round the clock.

- XXVII. Clearance of garbage till a designated place and clearance of Biomedical waste as per the prescribed norms of the Bio Medical Waste Management Act. The material to be used should comply with the medical waste and disposal Act. Different colour containers dust bins/Trolley and basket will be provided by the Hospital authority
- XXVIII. Clinical area shall be kept clean round the clock.
- XXIX. The Service Provider/ Agency should ensure that all the toilets are to be equipped with liquid soap, odonil and naphthalene balls to maintain a hygienic atmosphere. **Service Provider will use Hospital grade phenyl.**
- XXX. The Service Provider/ Agency should ensure that sinks, floor, blinds and other paraphernalia's remain always clean and dust free. Wall Tiles fixed in verandas, rooms, toilets and other areas should be cleaned.
- XXXI. Status report in respect of cleaning of toilets shall be pasted during each shift.
- XXXII. The Dusting and Cleaning of the rooms, along with carpets, curtains, electric appliances, hospital furniture, doors, windows, window glass or anything inside or outside the building premises would be done through electronics or other mechanical devices.
- XXXIII. Windowpanes in staircases and in all rooms to be stain free all the time.
- XXXIV. Granite slabs in labs, around the sink to be cleaned once a day or more frequently (need base).
- XXXV. Fixed furniture and examination area to be cleaned daily and well maintained.
- XXXVI. The wall of the premises in agreement quoted above will be cleaned once a day and as and when required.
- XXXVII. Different types of Signage boards/Notice boards etc. provided in building are to be cleaned by suitable methods. The said boards should be kept neat & clean always.
- XXXVIII. Service Provider would clean urine pots, bed pans, sputum pots, or other equipments as & when required
- XXXIX. The SafaiKaramchari shall be responsible for constantly assisting male and female operated and convulsing patients accompanied by Bed Pan, Urine pot etc. as per instructions of the staff. If any patient/child vomits or passes stool in the hospital premises, the SafaiKaramchari on duty will have to do the mopping at once.
- XL. The Service Provider/Contractor shall be responsible for carrying the dead body/bodies from the hospital premises to mortuary and to be loaded in the vehicle. He will be responsible for taking the dead body/bodies from the hospital premises brought by the Police or otherwise up to dead-house and will also be responsible for helping in carrying out post-mortem by doctors,

stitching of dead body, wrapping it in the cloth, handing it over to the relative/police. The dead house should be cleaned properly after each post-mortem.

- XLII. In morning or during the day services of cutting grass, cutting of bushes in lawns and Hospital Premises cleaning of web nets in Indoor Block, Outdoor Block and Administrative Block will have to be provided by the Service provider.
- XLIII. The Service Provider/ Contractor shall be responsible for Carry out regular fumigation, spraying and other insect, pest and rodent repellent measures through approved pest control agency. The provision of pesticides / insecticides to be within the scope of the bidder.
- XLIV. Frequency of cleaning shall be need based as per requirement. However the service provider shall ensure that hospital is neat & clean by 8 AM in the morning daily; & would ensure cleanliness throughout the day. While doing cleaning at night hours, Service Provider would ensure that patients & attendants are not disturbed.
- XLV. The operation theatre, labour room remain busy most of the time and requires cleaning/sweeping after every operation/ delivery and as such constant availability of the female workers in the operation theatre/labour room, round the clock throughout the contract period must be ensured.
- XLVI. The Service Provider/Contractor shall provide female workers exclusively for female in-door wards, female OPDs and labour rooms/OTs etc.
- XLVII. The Hospital premises, indoor wards, special wards, OPD Blocks male and female, Post mortem block, Blood bank/X-ray Section, T.B Clinic, Lab Section, Ultra Sound Unit Room, STD clinic, Leprosy Clinic, Casualty Corridor, Diagnostic Centre, needs cleaning four time a day i.e. at 7.30 AM, 1.30 PM, 5.00 PM and 8.00 PM, whereas whole of the complex of Tender Inviting Authority(*CMO/MS/BMO/SMO office*) and Store, MPW/Nursing Training School hospital complex, cleaning of drains and parks and remaining parts of the building needs cleaning twice a day i.e. 8.00 AM and 1.30 PM . Mortuary is to be cleaned after every post-mortem. In the case of any accident/catastrophe, casualty section will be cleaned as per situation as many times as required.
- XLVIII. That the toilets will be cleaned every two hourly and as & when required.
- XLIX. The sweeping of the main hall of canteen and kitchen, or hospital, shall be done thrice a day & as & when necessary.
- XLX. That wet mopping of the pantry and in the kitchen shall also be done thrice a day & as & when necessary.

- L. **Material and equipments to be used as per Annexure 9 attached.** Only hospital grade phenyl will be used. The Service Provider/Contractor will provide the samples of all the consumables to be used for sanitation/ cleaning purposes during the demonstration of the equipment which will be kept as samples during the contract period.
- LI. **Manpower Methodology:** Service Provider/Agency must ensure sufficient manpower as per requirement and must enclose the detail action plan regarding deployment of supervisor and ground level staff.
- LII. **Cleaning & sanitation services records:** Service Provider/Contractor will have to maintain proper records of Cleaning/ Sanitation for each activity. Similarly, Service Provider/Contractor will have to make a Cleaning & Sanitation Plan. Some of the records to be maintained are as follows:
- viii. Staff profile with address,
 - ix. Staff attendance in shift basis,
 - x. Deployment of Man -power in each shift.
 - xi. Stock details & utilization of Chemicals / Reagents.
 - xii. Details of Cleaning & Sanitation activities carried in each shift as per cleaning & housekeeping schedule of work. (Record proforma and schedule will be finalised in consultation with Hospital authorities) and cleaning record shall be made available / displayed at concerned locations
 - xiii. Monthly summary of work carried out as per schedule of work.
 - xiv. Apart from the above, the Team leader/Supervisor in each shift will have to sign the cleaning & Sanitation. The record of bio medical waste is to be kept.

IX. PERFORMANCE EVALUATION:

- a) The quality assurance of the Sanitation Services should be ensured regularly (Daily, Weekly, Fortnightly or Monthly depending upon the discretion of the Department) on the basis of the periodical reports furnished by the Service Provider/Contractor.
- b) The Service Provider/Contractor and all his staff deployed for sanitation work will work under the supervision of the Tender Inviting Authority
- c) Appropriate records in reference to above shall be maintained by the Service Provider/Contractor at his own cost.

X. SPECIFIC TERMS & CONDITIONS

29. *The Tender Inviting Authority (CMO/MS/BMO/SMO I/c)* reserves the right to cancel the contract agreement or to withhold the payment in the event of non commencement or unsatisfactory performance of the work contract. In such eventuality *Tender Inviting Authority (CMO/MS/BMO/SMO)* further reserves the right to get the work done from open market or through some other agencies. Service Provider/Contractor will be black listed in the department for a period of 4 years from participating in such type of tender & his earnest money / security deposit may also be forfeited, if so warranted.
30. Any person who is in Government Service or an employee of the department should not be made a partner to the contract by the Service Provider/Contractor directly or indirectly in any manner whatsoever.
31. In every case in which by virtue of the provisions of the Workman's Compensation Act, the Government of India/ Government of HP obliged to pay compensation to such person employed by the Service Provider/Contractor in execution of the work; the Government will be entitled to recover from the Service Provider/Contractor the amount of compensation so paid.
32. The Service Provider/Contractor shall indemnify the Department against all other damage/ charges and expenses for which the Government may be held liable or pay on account of the negligence of the Service Provider/Contractor or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
33. *Tender Inviting Authority (CMO/MS/BMO/SMO)* reserves the right to terminate the contract without assigning any reason by giving the Service Provider/Contractor one calendar months notice of its intention to do so and on the expiry of the said period of notice, the contract shall come to an end without prejudice for any right of remedy that may be accrued to other party by reason of any incident.
34. If any information furnished by Service Provider/Contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the *Tender Inviting Authority (CMO/MS/BMO/SMO I/c)*.
35. In case the Service Provider/Contractor fails to commence / execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract, *Tender Inviting Authority (CMO/MS/BMO/SMO)* reserves the right to impose the penalty as detailed below:-
 - c) 2% of cost of order / agreement per week, up to 4 weeks delays.
 - d) After 4 weeks delay *Tender Inviting Authority (CMO/MS/BMO/SMO I/c)* reserves the right to cancel the contract and withhold the agreement and get this job carried out from other Service Provider/Contractor(s) from open market at the competitive rates. The defaulting Service Provider/Contractor will be blacklisted as 14 per clause stated in (I) above and the difference if any will be recovered from the contractor.

Note: Attention is invited to relevant paras in this regard to the penalty for the unsatisfactory work and delay in completion of work within the scheduled time. The penalty clauses will be strictly imposed for unsatisfactory work or failure to complete the work within scheduled time.

36. The individual signing the quotation form or any document forming part of the contract on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such person of the firms as the case may be in all matters pertaining to the contract including the arbitration clauses. If subsequently the person so signing fails to provide the said power of attorney within a reasonable time the Government may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all costs and damages. In case of registered or unregistered Partnership Firm, all the partners should sign the quotations. In case any person signing the agreement on behalf of limited Company or firm, he will produce letter of authority / resolution passed by the company empowering him to sign the agreement on behalf of the company or firm.
37. The Service Provider/Contractor has to maintain all the relevant records i.e. Registers and documents as required by the Labour department, Regional Provident Fund Commissioner and Employees State Insurance Corporation or other local bodies as per the existing statutory Laws & rules as amended from time to time.
38. In case of any violation of statutory provision under Labour Laws / or otherwise on behalf of the Service Provider/Contractor there will not be any liability on *Tender Inviting Authority (CMO/MS/BMO/SMO)*.
39. In the event of any dispute arising out in connection with the interpretation of any clause in the terms and conditions of the contract agreement, or otherwise the matter shall be referred to an Arbitrator i.e Principal Secretary (Health), Govt. of Himachal Pradesh and his decision will be final and binding on the parties to the contract. Courts at Himachal Pradesh shall have jurisdiction in connection with any dispute / litigation arising out of this contract.
40. Service Provider/Contractor must ensure sufficient manpower as per requirement and must enclose the detail action plan regarding deployment of supervisor and ground level staff.
41. That the Service Provider/Contractor shall engage the sanitary staff **above the 18 age** & below the age of 50 years and any complaint of misbehaviour and misconduct comes to the knowledge of the Tender Inviting Authority (*CMO/MS/BMO/SMO*) then all such responsibility shall be of the Service Provider/Contractor and any loss due to negligence of mishandling by the sanitary staff, the Service Provider/Contractor shall himself be responsible to make good for the losses so suffered by the Department.
42. The Department shall not be responsible financially or otherwise for any injury to the staff deployed by the Service Provider/Contractor in the course of performing the duty for and on behalf of the contractor.
43. The Service Provider/Contractor should ensure medical fitness and police verification of the employees engaged by him.
44. The Department will be under no legal obligation to provide employment to any of the personnel of the Service Provider/Contractor after expiry of agreement period and the Department recognizes no employer-employee relationship between the Department and the personnel deployed by the Service Provider/Contractor.
45. That the attendance and other relevant records shall be kept by the contractor at his own cost and be produced by him on demand to the *Tender Inviting Authority (CMO/MS/BMO/SMO)* or any officer deputed for this purpose by the *Tender Inviting Authority (CMO/MS/BMO/SMO)* as the

Service Provider/Contractor and his staff is under overall supervision of the *Tender Inviting Authority*.

46. That the *Service Provider/Contractor* shall obtain a license under Contract Labour R&A Act, 1970 and also submit a copy of such license duly attested in the department prior to furnishing the tender/ contract. Moreover, he shall abide by all the necessary provisions of various Labour Laws / Acts viz. ESI Bonus, Contract Labour, Workman's Compensation and any other laws and rules applicable to him in this regard.
47. That the *Service Provider/Contractor*, himself, will be responsible for any type of statutory / mandatory claims or penalties in light of the default with reference to the above provisions.
48. That in case any person engaged by the *Service Provider/Contractor* is found to be inefficient quarrelsome, infirm, intoxicated, invalid or found indulging in theft and other unlawful or activities, the *Service Provider/Contractor* shall replace such person with a suitable substitute at the direction of the department.
49. That the department shall not be liable to provide any sort of accommodation to the staff or person deployed by the *Service Provider/Contractor* and no cooking / lodging will be allowed in the premises of the department at any time.
50. That the *Service Provider/Contractor* shall not engage any sub- contractor or sublet / transfer the contract to any other agency / person in any manner.
51. That the *Service Provider/Contractor* shall not, at any stage, cause or permit any sort of nuisance in the premises of the department or do anything which may cause unnecessary disturbance or inconvenience to others working there as well as to the general public in the department.
52. That the *Service Provider/Contractor* shall, for providing proper and hygienically sanitation services, ensure the following:
 - v. That a daily report of its staff on duty and about their performance is furnished.
 - vi. That its staff does not smoke/drink/ found in intoxicated state at the place of work.
 - vii. That any specific sanitation task assigned to it by the *Tender Inviting Authority* or any officer authorized by him is carried out by him diligently and well in time.
 - viii. That before using any equipment / appliances or material and products of sanitation, it is having the approval of the *Tender Inviting Authority* as no sub-standard material being used.
53. The department will deduct Income Tax at Source as per Income Tax Act, .1961.
54. The frequency, method and the material to be used for cleaning should be as per standard hospital practices depending upon the area/department.
55. The *Service Provider/Contractor* shall ensure compliance of Biomedical waste (Management & Handling) Rules, 1998 notified by the Government of India and any other rules and guidelines framed by the H.P. Pollution Control Board. The contractor shall be held liable for any contravention/ breach of these statutory provisions.
56. *Service Provider/Contractor* shall ensure the disposal of garbage and Bio-Medical Waste to designated place(s) as per prescribed standard norms for waste disposal.

Signatures of the Tenderer

(Annexure 3)

TENDER FORM FOR PROVIDING SANITATION SERVICES

Sr.No.	Particulars	
1	Name & Address of Institution:-	
2	Cost of tender Document Rs.	
3	Affix duly attested PP Size recent Photograph of the Prospective bidder	
4	Due date for tender	
5	Opening time & date of tender	
6	Name, address of Firm/ Agency and Telephone no. & E-mail address.	
7	Registration number of the Firm/ Agency	
8	Name, Designation, Address and Telephone No. of Authorized person of Firm/Agency to deal with	
9	Please specify as to whether Service Provider/Contractor is a sole Proprietor/partnership Firm/Company. Name, address/ And Telephone no. of Director/ partners should be specified. (a) (b) (c) (d)	
10	(a) Copy of PAN Card issued by Income Tax Department Attached or Not Attached	
11	Copy of last two financial year's Income Tax Returns Attached or Not Attached	
12	License No. under Contract Labour (R&A) Act, if any	
13	Details of Earnest money deposited a. Amount: Rs.....in (Rs.....in words) b. FDR No c. Date of issue: d. Name of the issuing authority:	
14	Confirm your organization employees: a) 20 or more than 20 employees b) Less than 20 employees.	
15	In case your organization employs more than 20 employees, same should fulfill PF & ESI requirements.	

	a) Employees Provident Fund Registration No. (Given by PF Commissioner)	
16	ESI Registration No. (Given by ESI Director)	
17	Goods & Services Tax Registration	
18	Any other information.	

Declaration by the Service Provider/Contractor

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

(Signature of Tenderer)

Name:

Designation:

Address:

Phone No. (0):

Annexure 4

Tender Inviting Authority:-

Name of Work:-

Contract No. :-

Name of the Bidder/Biddibg firm /Company

Financial Bid

QUOTATION FOR PROVIDING “SANITATION SERVICES TO -----”

S. No	Item Description	Wage rate per Safai Karamchari per month Greater than or Equal to (Minimum daily wages fixed by H.P Govt.	Number of safai Karamchari Required as per tender document Including persons required in administrative block	Total Wages Per month for total number of persons to be deployed (Col. 3 X 4)	Total per month cost including service charges, consumables and toward equipments usage etc	Total service charges per month inclusive of manpower, consumables and toward equipments usage etc (Col. 5+6)	GST on Service Charges	Total Charges for a month (Col. 7+8)	Total Charges for a year (9X12)
1	2	3	4	5	6	7	8	9	10
	To provide Sanitation Services in Hospital as per scope of Service/ Service Provider responsibilities for		<u>Minimum =</u>						

sanitationas per terms and conditions of the tender document and including the cost of consumable s and all other charges)								
--	--	--	--	--	--	--	--	--

Employer share of EPF, ESI,EDLI etc will be paid as per the actual and as applicable on production of proof as per Minimum Wages Act. Service provider will ensure to deposit EPF,ESI,EDLI etc as per statutory requirements from time to time .
Service charges to be quoted by the service provider will include the cost of all the required consumables / equipment charges as per the need of the institution / tender document

CHECK LIST OF THE DOCUMENTS TO BE ATTACHED/ENCLOSED WITH TECHNICAL BID

Please check whether the attested copies of the following documents have been attached or not.

1.	Registration No. of the firm / agency and One Self attested recent passport size Photograph of the face of the Authorized person of the firm(s) /agency(ies) with Name, designation, Address, office Telephone Nos. Whether bidder is a sole proprietor/Partnership Firm/Company and if Partnership Firm, Name, Addresses & Telephone- Nos. of Director/Partners also.	YES	NO
2.	PAN No.	YES	NO
3.	Provident Fund Account No. issued by the Competent Authority. If yes, a copy of latest inspection report of Enforcement Staff of EPF Authorities for the work carried out in previous year	YES	NO
4.	ESI Registration No. issued by the Competent Authority	YES	NO
5.	Contract License issued by the Labour Commissioners under contract Labour (R&A) Act.	YES	NO
6.	Cost of Tender document (Bank Draft) and Fixed Deposit Receipt towards Earnest Money Deposit submitted/Enclosed or not	YES	NO
7.	Details of experience certificate with regard to sanitation work (with full details of the Agency (s) to whom such contracts awarded.) Copies of the Satisfactory reports should be attached.	YES	NO
8.	Undertaking that scrub machines/ high power vacuum cleaner etc as per Annexure 9 are available with the agency for use.	YES	NO
9.	Undertaking on Rs. 100/- stamp paper as per format enclosed in form as per Annexure 6	YES	NO
10.	An affidavit on Rs. 100/- stamp paper stating that no criminal / income tax / blacklisting case is pending against the firm.	YES	NO
11.	Duly filled annexure 7 (experience record)	YES	NO
12.	Power of Attorney as applicable	YES	NO
13.	Partnership deed or MOU/AOA if applicable	YES	NO
14.	Audited copy of annual return for the last three financial year certificate of annual turnover from C.A. and Income Tax Return for the last three years.	YES	NO
15.	Goods and Services Tax(GST) registration certificate	YES	NO

Signature of Tenderer
Name & Address with rubber stamp

FORMAT FOR PROVIDING UNDERTAKING

(To be submitted on a stamp paper of Rs. 100/-)

To

The (Tender Inviting Authority)

(Designation & Address)

(Complete Postal Address)

13. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the tender document and undertake to comply with them.
14. The rates quoted by me are valid and binding upon me for the entire period of the Contract.
15. I, the undersigned, hereby bind myself to Govt. of H.P for providing Sanitation services at (Name & Address of Hospital) for the period of the contract.
16. The security money deposited by me shall remain in the custody of the (Designation & Address of Hospital), till the expiry of the contract.
17. The condition herein contained shall form part of and shall be taken as included in the agreement itself.
18. I will be wholly responsible for providing sanitation services at (Name & Address of Hospital), and will ensure deployment of persons as per action plan submitted by Hospital Administration/ altered by the hospital authority.
19. I shall be responsible to provide all benefits i.e. E.P.F. Bonus, ESI, and Leave etc. to eligible employees employed by me.
20. I shall abide by the provisions of Minimum Wages act 1948 and Contract Labour Act 1970 and other Labour laws applicable from time to time.
21. Damage to hospital property if any, due to lapse on my part/my staff may be recovered from me.
22. Should any lapse occur on my part or on my staff while discharging the services the hospital authorities may cancel my contract and award the work to another agency and the costs difference may be recovered from me and can forfeit security money.
23. The decision of (Tender Inviting Authority) will be binding upon me/us.
24. I have not been penalized by any authority for providing unsatisfactory work by any health Institutions in the State of H.P. If the facts are to be proved concealed by the service provider, he will not only be debarred *from participation in the* tender also action under criminal law will be taken against him.

Date:

Signature of the Tenderer

Seal of the agency

EXPERIENCE RECORD

- c. Total number of years of experience in providing Sanitation / Housekeeping Services Years :
- d. Details of Experience of providing Sanitation / House keeping Services

SR. NO.	CLIENT AGENCY	PERIOD	DETAILS OF WORK	TOTAL COST OF WORK (IN RUPEES)	REMARKS

NOTE:

- 5. Details submitted in any other Performa will not be considered.
- 6. The details of work including the cost of work should be supported by attested copy of each client's certificate. / TDS on bill paid
- 7. Additional pages may be attached, if required.
- 8. All the pages shall be signed by the authorized signatory of the Tenderer.

Date:

Signature of the Tenderer

Seal of the agency

TENDER FOR PROVIDING SANITATION SERVICES (FORM OF AGREEMENT)

This agreement is made on the _____ day _____ 2018 between _____ (Name and address of Head of the Hospital) hereinafter called 'the Employer of the one part and (Name & Address of contractor) hereinafter called "the Contractor" of the other part, under which the contractor shall provide uniformed and trained personnel and will use its best endeavors to provide Sanitation services to the Hospital during the period from (dd/mm/yyyy to dd/mm/yyyy).

NOW THIS AGREEMENT WITNESSETH as follows:

03. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & conditions of contract hereinafter referred to.
04. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
- (a) Letter of acceptance for empanelment / award of contract
 - (b) Terms and Conditions
 - (c) Notice inviting Tender
 - (d) Price Bid
 - (e) Addendums, if any
 - (f) Any other documents forming part of the contract.
03. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and complete the works/ services by in all respects with the provisions of the Contract.
04. The employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works/services, the Contract Price of Rs. being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in manner prescribed by the contract.

For and on behalf of the Contractor
the authorized official

For and on behalf of the Employer
Signature of the authorized official

Name of the official

Name of the official Stamp/Seal of the Contractor
Stamp/ Seal of the Employer

SIGNED, SEAL AND DELIVERED

By the said

By the said

----- Name

----- Name

on behalf of the Contractor in the presence of the Witnesses:

on behalf of the Employer in the presence of Witnesses:

1.SIGNATURE:
NAME:

1. SIGNATURE:
NAME

DATE:
DESIGNATION:
TELEPHONE NO:

DATE:
DESIGNATION:
TELEPHONE NO:

2. SIGNATURE:
NAME:
DATE:
DESIGNATION:
TELEPHONE NO:
DATE:DATE:

2. SIGNATURE:
NAME:
DATE:
DESIGNATION:
TELEPHONE NO:

Note:

- + To be made out by the employer at the time of finalization of the form of agreement.
- ** Blanks to be filled by the employer at the time of finalization of the form of agreement.
- *** To be deleted ifnot applicable.

(Annexure-9)

LIST OF EQUIPMENTS (OF ISI OR EQUIVALENT STANDARD) TO BE SUPPLIED BY THE SERVICE PROVIDER /AGENCY FOR CLEANING AND SAITATION

Sr. No.	List of Equipments
1. For floor care	Twin Bucket Plastic ringer FI. Dust Mops with Holders

	Mop Refills Mop Handles Nylon Brooms with sticks Floor Scrubbing Pads (Machine) SS.Scr.Pads/Steel wools Dust Brushes S.S. Scrappers Swabber Frame Swabber Refills Mop / Swabbers Handle Double Bucket Trolleys Extension Pole for glass cleaning Step ladder aluminium Dust Collection Unit Solution pick up Unit External environment cleaner mechanical WET/DRY VACUUM CLEANER High Pressure cleaner Ladder Light duty Machine scrubber Heavy duty auto scrubber dryer Steam cleaning machine
09. For toilets	Scotch pads(I X50)pkt. Floor Rubber Squeezel I Mop Refill Mop Stick Metal Rubber Gloves Pl. Buckets Medium (10 Ur.) Hand Brush Toilet Brush
10. For windows & glass	Glass Cloth Sponge Pads Stainless Steel Glass Scrappers Window Glass Cleaning Window Squeeze Window Applicator
11. For Furniture Fixture	Duster Cloth & Feather Duster
12. For Carpet Care	Dusters Dust Pan Hand Brushes Carpet Brushes
13. Others	Deck Broom Nylon Lobby Dust Pan Web Brush Curved for AC vents Web Brush Round for Fans Scrubbing Brush Metal Handle Rags
14. Attendance	Bio metric attendance
15. Consumables	Toiletries Consumables like Liquid Soaps, hygiene care units etc.,-(List including manufacturer's specifications to be provided)

Note: In addition to these any other required /consumables item required to fulfil the terms and conditions of the tender , like phenyl , odonil , liquid soaps/ soap , bio medical waste collection bags will be provided by the service provider.

Item Rate BoQ

Validate Print Help

Tender Inviting Authority:

Name of Work:

Contract No:

Name of the Bidder/
Bidding Firm / Company:

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)

NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER	NUMBER	TEXT	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Wage rate per Safai Karamchari per month Greater than or Equal to 1(Minimum daily wages fixed by H.P Govt.	Number of Safai Karamchari required as per tender document including persons required in administrative block	Total Wages Per month for total number of persons to be deployed (Col. 5 X 7)	Total per month cost including service charges, consumables and toward equipments usage etc	GST Amount	Total service charges per year inclusive of manpower, consumables and toward equipments usage etc	TOTAL AMOUNT Without Taxes per Year	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	7	8	13	14	15	53	54	55
1 01	To provide Sanitation Services in Hospital as per scope of Service/ Service Provider responsibilities for sanitation per terms and conditions of the tender document and including the cost of consumables and all other charges)	12	Nos				0			0.00	0.00	INR Zero Only
Total in Figures										0.00	0.00	INR Zero Only
Quoted Rate in Words										INR Zero Only		

**No. HFW-H(III)C(3)149/13-
Health & Family Welfare Department
Himachal Pradesh, Shimla-9**

To

1. All the Chief Medical Officers in H.P.
2. All the Medical Superintenden in HP,
3. Medical Superintendent, TB Sanatorium Dharampur Distt. Solan, Sr. MS HHMH& Reh. Shimla
4. ZLO Kandbari (Palampur) Kangra, ZLO Mandodhar Distt. Solan

Dated Shimla-9 **26/06/2018**

Subject:- Regarding initiating the process for tendering the Cooked Diet contract of concerned Health Institutions for the year 2018-19 in accordance with the Model E Tender Document 2018.

On the above subject cited it is to inform you that the Department has finalised Model E- Tender Document for Cooked Diet items in respect of all Health Institutions in the state and the revised/Model Cooked Diet Tender Document 2018 has duly been approved by the Govt. on dated 19-06-2018 which is being circulated to you.

Therefore you are directed to float the Cooked Diet online e-tenders in respect of Health Institutions and send the cases of diet tenders for the approval to the o/o Director Health Services after completing all codal formalities of your District Hospital according to the Model E Tender/Manual Tender Document 2018 for financial year 2018-19, Keeping in view the Govt. Instruction letter No.HFW-(G) 5-8/2010 dt.6.3.2013. The same has also been uploaded on the official website www.hphealth.inc.in. Immediate finalization of the Diet contract now be ensured before close of current financial year. Also you are directed to comply with the following instructions:-

1. Constitute Tender opening Committee with at least one members from District Administration.
2. Constitute Diet monitoring Committee consisting of Medical officer/Ward Sister/Matron/Dietician(whenever available) of the respective Institutions
3. Direct FSSO to take periodical samples of the diet being supplied.
4. The tender document should be Health Institution specific.
5. The tender of Distt. /Sub-District level Health Institutions of Rs. 5 lacs & above should be strictly by e-Tendering as per Govt. directions.
6. Constituted Diet Monitoring committee will check the diet on daily basis and will maintain the register to this effect.
7. Complaint register regarding diet be maintained by MO/Matron/Ward Sister

Treat it as most urgent



**Director Health Services
Himachal Pradesh**

Endst No. As above

Dated Shimla-9, the

1. Copy to the Addl. Chief Secretary (Health) to the Govt. of H.P., Shimla-2 for information please.
2. Superintendent PMIS H&FW Dte. with spare copy of Model E Tender Document of Cooked Diet contract 2018-19 with the direction to upload the same on the official Website of the Department.

MODEL DIET TENDER DOCUMENT FOR ZH/RH/SH/CHC & PHC IN GOVT. HOSPITALS IN H.P.

(Please enter Name and Address of tender Inviting Authority)

Phone:.....Fax:.....

Website: <https://www.hptenders.gov.in>

Email: (Please enter Email address of Tender Inviting Authority)

NOTICE INVITING TENDER (NIT)

Tender Reference Number.....

Date.....

E-tenders are invited from individuals, registered Firms, Proprietorship firm(s)/ Partnership firm(s) / Company/ Corporation/Cooperative Society or any legal entity for providing cooked diet for the (**Name of institution & Address**). Prescribed tender form can be downloaded from website <https://www.hptenders.gov.in> on or before last date and time for submission of tender. The Last date and time for submission & uploading of filled in tender documents isup toPM. The Tender will be opened onatDuly completed tender form along with Cost of Tender Document, Earnest Money Deposit of Rs. _____ (Rupees _____) in the form of Fixed Deposit Receipt (FDR) pledged in favour of (Name of tender Inviting Authority, Address) or Demand Draft (DD) issued by any of the Scheduled Bank along with other required documents should be uploaded on the website <https://www.hptenders.gov.in>. All subsequent corrigendum, modifications and clarifications in respect of this tender will be published only on aforesaid websites only. The bidders are advised to visit the aforesaid website regularly. The undersigned reserves the right to reject any or all the tender offers without assigning any reason.

(Designation of the Tender Inviting Authority)

Himachal Pradesh

E-TENDER FORM FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITALS OF HIMACHAL PRADESH

(Please enter Name and Address of tender Inviting Authority)

Phone:.....Fax:.....

Phone:.....Fax:.....

Website: <http://www.hphealth.nic.in><https://www.hptenders.gov.in>

Email: (Please enter Email address of Tender Inviting Authority)

Tender Reference Number.....

Date.....

E-TENDERING SCHEDULE:-

Date & Time of on-line publication :	00.00.2018, 00:00hrs
Period for Downloading of e-tender document :	00. 00 .2018 to 00.00.2018 upto17:00 hrs.
Date & time for Pre-bid meeting :	00.00. 2018, 11:00 hrs
Place of Pre-Bid Meeting :	(Please enter complete postal address of place of pre bid meeting)
Last date and time for submission /uploading of e-tender alongwith cost of tender document, Earnest Money Deposit :	00.00.2018 upto 17:00 hrs. (Please enter complete postal address of the venue where tender box is to be placed)
Date & Time for opening of Eligibility Bid :	00.00.2018 at 11:00 hrs. Venue:
Cost of the tender document :	Rs 1000/-(Demand Draft {Non Refundable}) In favour of Tender inviting Authority
Earnest Money Deposit (EMD) :	Rs.in the shape of Demand Draft or Fixed Deposit Receipt (FDR) duly pledged in favor of Tender Inviting Authority.

- | | |
|-----|--|
| v) | Bidder shall ensure that the Cost of tender document, Earnest Money Deposit are dropped in the tender box placed in the (address of the place where tender box is placed) on or before the last date and time indicated above. |
| vi) | If the date fixed for the opening of tender is declared a holiday, the tender shall be opened on the next working day at the same time as fixed for the original date for this purpose. |

SCOPE OF WORK:

The supply of cooked diet in public hospitals of Himachal Pradesh shall be meant for cooking/making & serving breakfast/ meals only for patients admitted in the Hospital as per the instructions of Hospital. It includes serving solid food, semi-solid food, tea etc. It includes purchasing of all raw material like Grocery, Spices, Fresh Vegetables, Fresh Fruits, Egg, Milk, Utensils, Cooking Burners range, LPG Cooking Gas, Working Tables, Kitchen Equipment, Garbage/Kitchen waste collection bins, Garbage/Kitchen waste disposal etc. for preparation of Food) and required the distribution of the prepared fresh Food items to the Patients. Diet is to be served three times in all days of the week. Contract is initially for the period of one year, which may be extended as per the terms mentioned in the tender document

Amendments to TE documents

- a) At any time prior to the deadline for submission of tenders, the Tender Inviting Authority (purchaser) may, for any reason as deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. All such amendment will be notified only on the website <https://www.hptenders.gov.in>, No amendments or corrigendum in respect of this tender will be issued in the press. Prospective bidders are advised to visit aforesaid website regularly.
- b) In order to provide reasonable time to the prospective Bidder to take necessary action in preparing their tenders as per the amendment, the Tender Inviting Authority (purchaser) may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

Clarification of TE documents

Bidder requiring any clarification on any issue of the TE documents may take up the same with the purchaser in writing on email-ID: (Please Enter Email Address of Tender Inviting Authority) Tender Inviting Authority (purchaser) will respond in writing through email only to such request provided the same is received by the Tender Inviting Authority (purchaser) not later than seven days prior to the prescribed Last date & time for submission of tender.

INSTRUCTIONS FOR SUBMISSION OF COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT

The tender document and other instructions can be downloaded or viewed from the portal <https://hptenders.gov.in> and cost of tender document (non-refundable) as mentioned in the tender form shall have to be deposited in the shape of demand draft favoring (Name of tender Inviting Authority) before the last date and time of submission of tender and proof thereof should be uploaded in Technical Bid of the tender document. The Earnest Money Deposit in the shape of Fixed Deposit receipt duly pledged in favour of (Name of tender Inviting Authority)/Demand Draft in the name of Tender Inviting Authority along with Cost of tender document should be submitted in an envelope and the same should be dropped in the tender box kept in the office of (Name of tender Inviting Authority and postal address). The envelope should be superscripted "Tender for the supply of Cooked Diet to be opened on" The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side corner of the envelope.

Instructions for E bidding

- w) Tenders not confirming to the essential requirements, as per check list will be rejected and no correspondence thereof shall be entertained whatsoever.
- x) Price bid of only those Bidders shall be opened who are found eligible at the pre-qualification stage.
- y) The period of contract for supply of cooked diet shall be from date of award of contract upto **the last day of March next year.**
- z) Bids submitted must be unconditional and no communication will be made till the finalization. Late and delayed tenders will not be accepted.
- aa) The Tender Inviting Authority (CMO/Sr.MS/MS/BMO/SMO I/C) reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- bb) The Bidder should register on website <https://hptenders.gov.in> and obtain User-ID and Password before tendering. In case of any problem; you may contact office of (Tender Inviting Authority), on Phone No.(Please enter Phone No.).
- cc) Entire tender process will be carried out on line through above mentioned website. Bidders are advised to procure E-Token / Digital Signing Certificate from suitable vendors or from any authorized agency.
- dd) Before submission of online bids, bidders must ensure that scanned copies of all necessary documents shall have been uploaded with the bid.
- ee) The process for e-tendering can be observed/practiced on demonstration site <https://demoeproc.nic.in>.
- ff) Bidders are advised to check / see website <https://hptenders.gov.in> regularly to check for any amendment / corrigendum in the tender document. All subsequent notifications / amendments / notices shall be published only on the aforesaid website only.
- gg) The bids shall be opened on the date and time mentioned in the Tender Notice in the presence of Bidders who opt to be present. If the date fixed for the opening of the tender is declared a holiday, the tenders shall be opened on the next working day at the same time as fixed for the original date for this purpose. The undersigned reserves the right to accept or reject any or all tenders in part or whole without assigning any reason, what so ever.

General Instructions

3. THE E-TENDER DOCUMENT SHALL BE UPLOADED IN TWO PARTS:

- I. **Pre-qualification/ Eligibility Bid:** The Bidders shall submit and upload required documents, information required as per tender document. It shall contain scanned copies of all requisite documents, certificates etc. as specified in the tender document duly filled in and digitally signed. All the documents must be scanned and uploaded in pdf format with 100 dpi with black and white option. The scanned documents should be clear and legible.

- II. **Financial Bid/Price Bid/BOQ:** It shall contain financial bid / BOQ uploaded in .xls format which will be available for Bidder on website <https://hptenders.gov.in> online. The financial bid / BOQ will be opened only of those Bidders who qualify Pre-qualification/Eligibility Bid criteria/technical evaluation. Financial Bid /BOQ will not be accepted in physical form. Date & Time for opening of Financial Bid/Price Bid/BOQ shall be published on the aforesaid website after technical evaluation.

4. ELIGIBILITY OF BIDDER (ESSENTIAL CONDITIONS)

The Bids will be accepted from individuals having requisite registrations, registered Firms, Proprietorship firm(s)/ Partnership firm(s) / Company/ Corporation/ Cooperative Society or any legal entity.

5. Documents required to be uploaded online for Pre-Qualification bid:

- I. Tender Form (with Annexures-1 to 7) duly filled in, where applicable and with Signatures of the bidder or his/her authorized signatory on each page of the Tender Document in acceptance of the terms and conditions contained in the Tender Document.
- II. Scanned copy of passport size photograph, showing name of the tenderer/ authorized signatory on the Form Annexure- 1 to be uploaded.
- III. Scanned copy of PAN (Permanent Account Number) of the tenderer / firm issued by the Income Tax Department to be uploaded. In case of a partnership firm, the PAN should be in the name of the firm or individual applying for tender only.
- IV. Copy of Goods and Service Tax registration certificate. to be uploaded.
- V. Scanned copy of valid **License / registration** under the Prevention of Food Adulteration Act, 1954 / valid **license / registration** under FSSAI Act, 2006 in the name of the tenderer /firm to be uploaded.
- VI. Bidder should have minimum one or two year experience in preparing and serving cooked food in Govt Hospital / Private Hospital / Government departments /Government Educational Institutions / Private educational institutions / Industries (Certificate issued by competent authority , indicating period should be uploaded
- VII. Scanned copy of the valid authorization letter given by the directors / owner of the firm/agency in favour of the authorized signatory to be uploaded or scanned copy of Power of attorney in case of a partnership firm to be uploaded. (Not required in case of individuals)
- VIII. Copy of ESI & EPF are to be uploaded (or) Undertaking that bidder is not employing 10 or more employees
- IX. Scanned copy of Earnest Money Deposit in the form of FDR/DD from any of the Nationalized or Commercial Bank pledged in favour of the Tender Inviting Authority i.e. the Chief Medical Officer/Sr.MS/MS/BMO/SMO I/C to be uploaded,
- X. An undertaking as per Annexure-2 to be submitted/uploaded duly signed by the tenderer (Bidder) on a judicial stamp paper of Rs. 20/- which should be duly attested by the Notary Public of the area.
- XI. An undertaking duly attested by the Notary public of the area on a judicial stamp paper of Rs.20 given by the tenderer stating that:

- i. I or my firm has not been convicted in any case related to supply of cooked diet or in any other case / tender by any departments. My firm has never been blacklisted from anywhere.
- ii. That no tax liability is pending against the tenderer or the firm to the Income Tax Department or any other Department of the State Government or Government of India.
- iii. That I or my firm has not been blacklisted or banned by the Government of HP, any state Govt. or Govt. of India from providing the cooked diet services or from participation in the tenders of cooked diet anywhere.

4. **Essential documents required for Price bid:**

It shall contain financial bid / BOQ uploaded in .xls format which will be available for Bidders on website <https://hptenders.gov.in> .(Price Bid Format as per Annexure -6)

5. Rates for all the items should be inclusive of GST (if applicable)
6. The tenderer should assess the **volume of business by himself**. No minimum supply orders for cooked diet or business guarantee will be furnished to the Contractor towards supply of the cooked diet during the contract period.
7. The **pre-qualification/eligibility bid will be opened on (-----) at PM and on (----- at PM** as mentioned against the name of each Hospital in the office of the undersigned i.e. the Chief Medical Officer, Sr. MS/MS/BMO/SMOI/C by a tender opening-cum Evaluation committee constituted for this purpose in the presence of tenderers or their authorized representatives who wish to be present.
8. The decision of the Chief Medical Officer, Sr. MS/MS/BMO/SMO I/C in this regard shall be final and no requests etc. will be entertained from the bidders.
9. In case date fixed ----- & ----- are declared as Government holiday, the tender will be opened on the next working day at the same time and venue.
10. Tenders not conforming to the essential requirements, as per all the terms & conditions of the tender form and as per the **Check List (Annexure-5)** of the Tender Form will be rejected and no correspondence thereof shall be entertained whatsoever.
11. Price bid of only those tenderers shall be opened who are found qualified at the pre Qualification stage after scrutiny of the Pre-Qualification bids /technical bids. Time & Date for opening of Price Bid shall be fixed and intimated to the tenderers qualifying in Pre- Qualification bid.
12. The tenderers are advised to visit the concerned hospital premises to assess the scope of services to be provided, before submitting their tender application
13. Bids submitted must be unconditional and no communication will be made till the finalization.
14. **Late and delayed tenders** will not be accepted and the office of the undersigned shall not be responsible for any delay caused for the receipt or submission of tenders by post.
15. The tender of the person/ firm(s) who have been black listed by the State Govt. or Govt. of India shall not be entertained or accepted in any manner and may be rejected at any stage before or after opening of the bids and the contract, if any awarded may also be cancelled at any time without any notice to the contractor.

16. Bidder submitting a tender would be presumed to have considered and accepted all the terms and conditions of the tender form and Annexures annexed thereto. No inquiry, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.

17. Any Act on the part of the tenderer to influence anybody in the Department shall liable for rejection of Tender without assigning any reasons for the same.

18. Tender Inviting Authority(Chief Medical officer/Sr. MS/MS/BMO/SMO I/C HP) reserve the right to accept or reject any or all the tenders without assigning any reason thereof.

19 Tender Inviting Authority may ask for additional information / Document(s), if any. The tenderer has to submit the required information/document as asked for by the Tender Inviting Authority.

20. If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by email etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

Negotiation in Price Bid:-

21 The Tender Inviting Authority (Chief Medical Officers Sr.MS/MS/BMO/SMO I/C HP) on the recommendation of the tender opening-cum-Evaluation Committee reserves the right to accept the price bid of the accepted lowest(L-1) bidder as such or to call such bidder/ tenderer for further negotiation in the price bid rates of anyone or all the items of cooked diet mentioned in Annexure-3. Tender inviting authority reserves the right not to accept any tender.

AWARD OF CONTRACT:

Award of contract will be issued to the L1 Bidder subject to necessary approvals from CMO for institutions below District and for district level hospital approval from HOD. If due to any reason L1 bidder is unable to deposit due performance security or execute the agreement with in stipulated time after depositing the performance security then that bidder will be rejected its EMD will be forfeited and L2 bidder may be called for the negotiation and if L2 bidder agrees to work on the rates quoted by rejected L1 bidder than contract may be awarded to L2 Bidder at the L1 rates, subject to necessary approvals from CMO for institutions below District and for district level hospital approval from HOD

Period of Contract:-

The period of contract for supply of cooked diet shall be for financial year from the date of award of the contract upto the last day of March next year. The tender can be extended on satisfactory performance on same rate, terms and conditions and on mutual consent maximum for two times on yearly basis. To accord the extension will not be a binding on the tender inviting authority. If the service provider wants to discontinue the service he will have to give at least three month notice in advance and he will not discontinue the services abruptly.

TERMS & CONDITIONS FOR FILLING UP OF TENDER FORM:

Please read the following Terms & Conditions carefully before filling up the tender form documents. Incomplete Tender Documents will be rejected straightway.

- i All pages of the Tender Document must be signed and uploaded online by the tenderer or his/her authorized signatory as token of having accepted all the Terms and Conditions of this Tender.
- ii. The name and address of the tenderer shall be clearly written in the space provided for the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
- iii. The Tenderer(Bidder) must write the name & complete postal address of the bidding firm on the reverse side of the FDR submitted with the tender as Earnest Money Deposit.
- iv. Before submitting the tender, details of documents to be attached/uploaded may be verified from the **Check List given in Annexure-5** of the Tender Document. Tenders received without proper documents, including demand draft towards cost of tender document and FDR towards Earnest Money Deposit shall be summarily rejected.
 - viii. The tender should be filled in and submitted strictly in accordance with the instructions contained herein; otherwise the Tender is liable to be rejected.

Refund or Forfeiture of Earnest Money Deposit:

Earnest Money Deposit of the unsuccessful bidders will be refunded within one month from the date of finalization of tenders.

Earnest Money Deposit of the successful bidder shall be forfeited if the contractor does not fulfill any of the following conditions:

- if an agreement is not signed in the prescribed form within seven days of the receipt of the Letter of Award of Contract;
- If the Contractor does not commence services within seven days from the date of signing the agreement for commencement of services.
- Any loss penalty or any other cogent and non execution of the contract can also be recovered from the contractor as decided by the Tender Inviting Authority (Chief Medical Officer,/ Sr. MS/MS/BMO/SMO I/C) no correspondence in this regard will be entertained.
- If the contractor fails to obtain necessary certifications / registrations to carry out activity in the said premises within one month from the receipt of letter of award of contract

TERMS AND CONDITIONS FOR SUPPLY OF COOKED DIET SERVICES IN THE VARIOUS PUBLIC HOSPITALS

1. Gas Pipeline, Utensils, Gas Chullhas is available with the concerned Hospital, will be provided to successful contractor on loan basis by the concerned Hospital Administration, but their safety and maintenance and actual cost bearing if any will be sole responsibility of the contractor which will be returned to the hospital in good condition at the time of vacation of premises at the expiry or termination of the contract. If any loss is found to any inventory, the contractor shall make good of such loss failing which the same shall be recovered from the performance Security Deposit. (or) Gas Pipeline, Utensils, Gas Chullhas is not available with the concerned Hospital, and successful contractor has to make necessary arrangements on his / her own for the same.

2. Kitchen hall / premise is available in Hospitals, will be provided to successful contractor on loan basis by the concerned Hospital Administration, but their safety and maintenance and actual cost bearing if any will be sole responsibility of the contractor which will be returned to the hospital in good condition at the time of vacation of premises at the expiry or termination of the contract. If any loss is found to any inventory, the contractor shall make good of such loss failing which the same shall be recovered from the performance Security Deposit (or) Kitchen Hall/premises is not available inhospitals, the contractor will have to make his own arrangements for a kitchen near to the hospital at his/her own expenses for preparation & serving the cooked diet in the concerned hospital.

3. Specification of Materials: The contractor shall ensure and confirm that only new, original and genuine kitchen utensils/ appliances/ equipment shall be used by him for providing this service.

i) All equipment should be fabricated out of first quality food-grade non-magnetic stainless steel material. All the joinery should be done by argon arc welding, duly ground and polished.

ii) The contractor shall provide all utensils for cooking, serving, carrying, storage and distribution of the cooked food as per quality approved by competent authority of health facility. He shall provide patients with good quality utensils for taking the meals. He shall promptly replace utensils damaged/ defaced due to wear and tear, to the satisfaction of the competent authority of health facility. If the contractor avails of any utensils, cooking appliances, food trolley or other equipment from the health facility, he shall submit a list indicating the current usable condition of such items to the in-charge of health facility at the time of taking possession. On termination of his contract he shall return these items, duly matched with the said list to the health facility. He shall use these items with due care. He shall replace any of these items damaged due to mishandling on his part, to the satisfaction of the competent authority of the health facility.

iii) All burners of cooking ranges shall be Indian Oil Corporation's (or) PSU Oil Marketing Companies approved burners. All other L.P. Gas parts shall be of branded company with ISI marks.

iv) All compressors for refrigerators (CFC Free) and water-coolers etc. shall be hermetically sealed compressors of branded company.

v) All legs of working tables, storage racks, cross bracings etc., shall be made of firm stainless steel pipes.

vi) All working tops shall be sound dampened by suitable method.

vii) All equipment shall be complete in all respects and ready to use to the entire satisfaction of the in-charge of health facility, including all accessories, fittings etc.

viii) All electrical equipment and electrical part(s) of the equipment should be of reputed brands with ISI mark.

ix) All equipment shall be pre-plumbing tested for electrical insulation and earthing.

LPG: The contractor shall only use commercial LPG as cooking fuel. Use of electricity as fuel or polluting fuels like wood, other fossil fuels etc. shall be deemed to be a lapse in the services being provided by the contractor and shall be liable for deduction of liquidated damages and other remedies available to the health facility under the contract. The ovens and cylinders have to be procured by the successful bidder at their own cost. However, at the end of the contract period, the contractor will be at liberty to take possession of the ovens, cylinders and other materials procured by him at his own cost.

The contractor shall provide the indoor patient diet supply service absolutely and exclusively to the indoor patients admitted to the health facility, as per instructions issued by the competent authority. He shall not use the site/ premises, utilities, utensils, equipment etc. allotted to him by the health facility for performance of this contract for any other purpose like storage of materials for other contracts, sub-leasing of his allotted premises, allowing housing for staff/non staff etc.

Cooking Gas for cooking purpose will be procured by the successful Contractor him/herself without any responsibility of the concerned hospital Administration. Commercial gas cylinders will be used for cooking purpose in the canteen. Use of Electricity & Coal for cooking purpose will not be allowed. **Other Utensils etc.** in sufficient quantity as needed for cooked diet preparation and serving services, which are required extra, will also be procured by the successful Contractor him/herself;

4. **Maintenance of Kitchen** of hospital and of Utensils, Gas Chullhas etc. handed over by the Hospital Administration will be the sole responsibility of the Contractor.
 - i. Addition, alternation or modification in the existing kitchen premises, if any, is not permissible without prior approval of the hospital authority.
 - ii. The contractor will not have any ownership rights on the kitchen premises, if any.
 - iii. The contractor shall neither sublet any portion of the premises of kitchen of hospital, if any, in any form for any purpose to anyone else nor shall transfer its rights to any other person(s). If found, action will be taken as deemed fit including forfeiting of the Security Deposit and termination of the Contract.
5. The tenderer should assess the volume of business by himself. No minimum business guarantee will be furnished to the Contractor towards supply of cooked diet, consumption of food items etc in the hospital. He/she is advised to maintain the highest quality & nutritive value at the approved rates in the interest of the patients.
6. The **contractor shall bear all the expenses** for preparation of the cooked diet and the concerned hospital administration shall not in any manner be liable to reimburse the expenses so incurred by the contractor.
7. All work shall be carried out with due regard to the convenience of the hospital and hospital administration. The orders of the concerned hospital authority shall be strictly observed.
8. The **contractor shall provide the cooked diet in the concerned hospital on all the days during the period of contract.**
9. The contractor may be directed at any time by the concerned Hospital Administration in the interest of the patients and the contractor shall be bound to obey the orders or directions given in this regard.
10. **If the concerned Hospital Administration is not satisfied** with the quality of cooked diet/eatables served, services provided or behavior of the contractor or his/her staff, the **Contractor will be served with 24-hour notice to improve the quality or rectify the defect(s)**, failing which the concerned Hospital Administration will be at liberty to take appropriate necessary steps as deemed fit under the provisions of terms & conditions of this tender form including imposition of penalty.
11. The Contractor shall himself arrange for Emergency lighting in the kitchen, if any, at his own cost;

12. **For any dispute regarding quality & service**, the decision of the concerned Hospital Administrationshall be final and binding on the contractor.
13. The kitchen, if any, should not be used as a manufacturing place for the any shops or any other parties etc. Kitchen premises should not be used for any other activity except for the purpose for which it has been provided for.
14. The Contractor shall be **responsible for the proper maintenance of the kitchen space**, if any and other infrastructure if any provided to him. The responsibility for any damage due to breakage, theft or fire will be that of the contractor. Care must be taken to ensure that while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the hospital are damaged. Any damage to Hospital property/ fixtures will have to be rectified/repaired/ replaced by the Contractor failing which the same will be got done by the concerned Hospital Administration from the amount of the Performance Security deposit of the contractor under proper intimation to him.Storage of inventory will be at the personnel risk of contractor. Any loss of inventory due to theft , fire etc hospital management wont be responsible
15. The contractor shall **keep the kitchen premises (if any handed over)** and its surrounding areas **neatand clean** with up to date sanitation every day after the services are over. The cleaning includes cleaningof kitchen hall, floor, counter, benches, tables, chairs, service trolley, utensils etc. He will have to maintain goodstandard of service and clean environment of a high level for ensuring the cleanliness and hygienic conditions of the kitchen and surrounding premises.Pest control as per food industry practices has to be carried out and pests / animals are to be avoided in the premises. Kitchen cleaning , pest control schedule needs to be displayed indicating date last carried out , due date etc
16. He/she will arrange soap, towel etc. at the washbasin at his own cost.
17. Disposal of waste material shall be done by the contractor in accordance with the prevalent rules and regulations himself at his own cost.
18. The contractor of the canteen shall not allow smoking or drinking in the kitchen (if any handed over to him) by any officer, official of the Health Department, visitor, patient or attendant otherwise strict action shall be taken against the contractor including the Imposition of penalty. Similarly, storing, supply, sale and consumption of drugs, alcoholic drinks, cigarettes & other Tobacco products or any other items of intoxication are strictly prohibited inside or outside the kitchen premises or hospitalcampus. On any breach of such restrictions by the Contractor or his staff will attract deterrent action against the Contractor as per statutory norms/prevalent Laws.
19. A Diet monitoring committee will regularly on day to day basis check the quality of diet in their respective hospitals and keep the record also. Payment of the contractor for the month will only be released after the OK report from this committee.
20. In case of complaints and subsequently on having found these complaints correct after verification by the committee, a notice will be served to the contractor. In case three such notices are served and there is no improvement even after the expiry of third notice period, CMO/Sr.MS/MS/BMO/SMO I/C/MO Incharge may stop the contractor to supply the diet in that hospital any more. CMO/Sr.MS/MS/BMO/SMO I/C/MO Incharge will make some alternate arrangement for the supply of diet immediately. In case Hospital authorities have to bear more expenses than they were supposed to pay to the contractors for that period, the difference of more payment made will be deducted from the contractor's due payment or from security money deposit. Matter will also be referred to the state committee for further decision.

21. In case any food sample is taken by FSO and that sample fails or declared as not of standard quality, CMO/Sr.MS/MS/BMO/SMO I/C/MO Incharge will stop the contractors to supply the diet in that hospital any more. CMO/Sr.MS/MS/BMO/SMO I/C/MO Incharge will make some alternate arrangement for the supply of diet immediately. In case hospital authorities have to bear more expenses than they were supposed to pay to the contractor for that period, the difference or more payment made will be deducted from the contractor's due payment or from security money deposit. Matter will also be referred to the State committee for further decision.

22. Earnest Money Deposit

The amount of Earnest Money Deposit shall be deposited by the tenderer with their tenders. Which may regulated in following manner.

Sr. No.	Type of institution	Earnest Money Deposit
1.	Upto 50 bedded institution	Rs.10,000/-
2.	From 51 to 100 beds	Rs 25000/-
3.	From 101 to 200 beds	Rs.50,000/-
4.	From 201 & above	Rs.1,00,000/-

Note: The minimum amount of earnest money will not be less than Rs. 10000/- in any case except as provided under sub rule (ii) of Rule 13

23. Performance Security :- Performance security deposit will be as mentioned below or 10% of the estimated contract value for a year (whichever is less)

Sr. No.	Amount of Estimate Value of Rate contract/Tender	Performance security
1	Rs. 2 lacs to 5 lacs	25000/-
2	Above Rs. 5 lacs to 10 lacs	50000/-
3	Above Rs. 10 lacs to 50 lacs	100000/-
4	Above Rs. 50 lacs to 1 crore	500000/-
5	Above Rs. 1 crore	10,00,000/-

ITEMS TO BE SUPPLIED IN COOKED DIET SERVICES IN THE HOSPITAL:

24. The contractor shall **prepare and supply in the hospital to the patients** from time to time during the period of cooked diet contract those items in breakfast/lunch/dinner etc. **on the rates duly approved in the tender for the period of contract.** The Items to be prepared and supplied to the patients are given in the “**List of Approved Items for Cooked Diet Contract in Annexure-3.**”
25. **Menu of the lunch or Dinner should not be repeated** and should be changed every day. The Lunch items should not be repeated in the Dinner and fresh items should be prepared & supplied in the dinner daily.
26. The Contractor will use only **branded raw materials for preparation of items/food stuffs.** A **good & standard quality of spices, oil/ghee, butter etc.** will be used for cooking & serving of the food and eatables. The contractor must avoid use of heavy & inferior quality spices, oils, chemicals, colors etc. in preparation of the food stuffs in order to maintain the natural taste, nutrients and hygienic conditions of the prepared materials/items.
27. The **Cooked Diet checking & Monitoring Committee constituted** by concerned Hospital authorities or the individual members of the Committee or the Head of the Hospital Administration or any other authorized officer may periodically monitor quality of raw materials, food & vegetables, and other items prepared in the kitchen or elsewhere and served by the contractor. Any defect(s) pointed out by members of Committee or any other officer during their visits shall be properly attended to by the Contractor. The Committee or the visiting officers shall also inspect the Hygienic conditions **through CCTV.** The contractor will have to maintain the standards up to satisfaction of the Committee and concerned hospital Administration as per the prescribed norms/conditions.

The Chief Medical Officer/Sr. MS/MS/BMO/SMO I/C/ or the members of the Cooked Diet checking & Monitoring Committee of concerned hospital or the Head of the Hospital Administration or any other authorized officer will have the power to inspect the cooked or uncooked materials, foodstuffs, raw materials etc. at any time, and if found not worth eating or not of required good quality standards, the same shall be discarded and the same may also be sent to PFA/FSSAI accredited Laboratory etc. for testing and strict action may be taken against the contractor including imposition of penalty under the terms & conditions of the tender/contract and according to concerned act .

The Food Supplied:

- i. All food materials should be fresh and of the specified size and quantity as given in the menu chart and diet schedule.
- ii. All raw food materials supplied by contractor should be thoroughly cleaned in hot clean water prior to cooking. All vegetables are to be washed prior to dicing. Although the use of spices should be the bare minimum, care should also be taken to ensure that the cooked food is palatable and easily digestible.
- iii. All condiments and cooking medium used should be procured in sealed and branded packets/ tins/ containers and conform to Agmark Grade 1.

- iv. Pasteurized, homogenized, double toned milk/ Curd/ Lassi is to be procured in sealed pouches and supplied to the wards in pouches for distribution to patients. If specified by the competent authority, the milk is to be taken out from the pouches in the kitchen/ ward pantry and boiled prior to supply.
- v. All food supplied should conform to all the provisions of **The Food Safety and Standards Act, 2006**, as amended from time to time. **Within one month of commencement of his service** at the health facility, the contractor shall apply for **license/Registration under The Food Safety and Standards Act, 2006** with the appropriate authority and submit a photocopy of the receipt-acknowledgment for such to the in-charge of health facility.
- vi. The contractor shall provide for sufficient numbers of covered trolleys to deliver the cooked food to patients in wards in a hygienic manner, so that no contamination takes place during transit and the food served to patients is hot and palatable.

28. The person engaged in cooked Diet work will wear Apron, Mask and Cap during the working hours. Persons having communicable disease should not be permitted to carry out the activity on the said day.

ELECTRICITY AND WATER CHARGES

29. In the hospitals where the kitchen premises are available, the electricity and water charges for the kitchen of the hospital will be borne by the concerned hospital Administration. **The contractor will use the electricity for the lighting purpose only and use of electricity for cooking or heating purpose in the kitchen is strictly prohibited/ banned and in any case of misuse of electricity, the Hospital Administration will bear liberty to impose any penalty** on the contractor as per the terms & conditions of the tender form. Similarly, the water will be used in a very economical manner for cooking and cleaning purpose only. If at any time it is found that the electricity or water is being misused by the contractor or his staff, then strict action will be taken by the hospital administration against the contractor including imposition of penalty as may deem fit which if not paid in time shall be deducted from the performance security deposit money of the contractor.

30.

WORK MANAGEMENT:

31. If required, the Contractor shall engage adequate number of trained/semi-trained staff and Manager for preparation and supply of good cooked diet/kitchen services in hospital campus and for work during working hours & late hours or on Sundays or holidays according to the requirement of hospital. But in such a case he shall be fully responsible for their wages conduct, behavior Security, Safety employment benefits etc. as per Contract Labor Act or other relevant laws. The age of the staff provided by the contractor in the kitchen should be between **18 to 65 years**. If employed, all the workers appointed in kitchen will have to be medically examined by the contractor initially at the time of appointment and at the interval of every six months. The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases. Therefore, only medically fit personnel shall be allowed to work in the kitchen. **The antecedents of the staff employed in kitchen shall have to be got verified by the contractor immediately from the Police Department.** Every staff so appointed by the contractor shall wear the Uniform according to seasons i.e. summer

uniform in summer and winter uniform in winter season and a badge bearing his name and designation, while on duty. The said uniform and badge or name plate shall be provided by the contractor at his own cost. The uniform and shoes worn by the staff should always be neat and clean and well maintained. The Contractor shall ensure proper discipline among his/her workers, if any appointed and shall further ensure that they do not indulge in any unlawful activity. **The workers, if any, must refrain from smoking in the hospital premises.** All staff workers should have courteous and helpful nature while giving services in the kitchen to the officers, attendants and patients. They should take proper care of their instruments, and promote safety by reporting any dangerous situations observed by them if any from time to time. If any personnel engaged by the contractor is found indulged or indulging in illegal and intolerable activities, he/ she shall be handed over to the police by lodging an FIR in the matter immediately and any other administrative action as deemed fit shall also be taken including action against the contractor including termination of the contract with immediate effect. The Contractor shall ensure that either he/she himself/ herself or his/ her representative is available for proper administration and supervision of the cooked diet services at all times so that the works are to the entire satisfaction of the Institute. The workers, if any are employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection whatsoever with the concerned hospital Administration and the Health Department of HP shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against the concerned Hospital Administration for employment or regularization of their services by virtue of being employed by the Contractor, against any temporary or permanent posts. The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to Institute's moveable or immovable property due to the conduct of the Contractor's staff shall be made good by the contractor. The concerned Hospital Administration or any authority associated to it, will not be responsible for any injury or loss of life of personnel, if any, employed by the contractor, which may take place in course of their employment. If it is found that the conduct or efficiency of any person or staff member employed by the Contractor is not satisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of the intimation given by the Hospital Administration. The Hospital Administration shall have the right to ask the contractor for the removal of any worker or staff member of the contractor whose services are not found satisfactory or who is not found to be competent in the discharge of his duty. The decision of the concerned Hospital Administration in this regard will be binding on the Contractor.

32. **If any workers are appointed in the kitchen by the contractor**, then the Contractor shall him/herself be responsible for timely payment of wages to his/her workers. It shall be the responsibility of the contractor to pay minimum wages revised from time to time by the Govt. of Himachal Pradesh as per minimum Wages Act to the labourers, workers or servants employed by him in the kitchen and to fulfill all other statutory obligations, such as, Employees Provident Fund, ESI, Leave etc. in force from time to time. The Contractor shall also abide by and comply with all the relevant laws and statutory Requirements covered under Contract Labour (regulation & abolition) Act 1970, EPF & MP Act 1952 and any other law if applicable in regard to the labour engaged by him for works. The contractor shall be

himself/herself responsible for his /her registration under the Contract Labor Act, EPF Act, etc. if required under the provisions of any Act/law of Govt. In the case of strike or agitation by any or all of his workers or staff members, the contractor shall be responsible to make alternate arrangement for providing cooked diet services. The contractor or his authorized representative shall always work under overall supervision and direction of the concerned Hospital Administration.

33. **Employment of child labour is strictly prohibited** under the laws. Therefore, the Contractor will not employ any child for cooked diet preparation & services in the kitchen/hospital or elsewhere.
34. **All the terms and conditions mentioned in the tender form shall be considered as a part of the contract agreement** to be executed by the contractor for cooked diet with the tender accepting authority.
35. The contractor shall not use the name of the concerned hospital in the business dealings with other persons or traders with whom he may have business relations for procuring various articles for the kitchen.
36. The Department of Health, HP or the concerned Hospital Administration shall not be responsible for the liabilities of contractor if any whatsoever incurred by the contractor for running and maintaining of the kitchen or cooked diet services.
37. The **Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time** with regard to the environment around cooking place and surrounding etc.
38. **In the event of violation of any contractual or statutory obligations by the Contractor**, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the hospital by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good and compensate such claims or damages to the Institute. As a result of the acts of the Contractor, if the hospital is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the concerned Hospital Administration otherwise the concerned Hospital Administration reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Performance Security Deposit of the Contractor lying with the tender accepting authority. **The Contractor shall not appoint any sub-contractor to carry out his duties/obligations** under the contract.
39. Any dues against the customers will be at the risk of the contractor and the Government/ Hospital authorities will not be responsible in any case.
40. The contractor will have to present himself before the Hospital authorities as and when required for instructions & guidelines etc.

PENALTY :

41. A **penalty of Rs.200 to Rs.5000/-** depending upon case to case basis, on each occasion, may be imposed on the contractor by the concerned hospital Administration or by the Chief Medical Officer/Sr. MS/MS/BMO/SMO I/C, HP for non-supply of cooked diet in the concerned Hospital on any day during the period of contract or for supply of cooked diet or any other related eatables / item(s) in inferior (low) quality or for any breach of other terms & conditions of this tender or agreement of contract, which if not

paid by the contractor well in time may be deducted from the performance security deposit amount of the contractor or from running bills for the months. Similarly, storing, supply, sale and consumption of drugs, alcoholic drinks, cigarettes & other Tobacco products or any other items of intoxication are strictly prohibited inside or outside the kitchen premises or hospital campus. On any breach of such restrictions by the Contractor or his staff will attract deterrent action against the Contractor as per statutory norms/prevalent Laws.

PAYMENT OF BILLS:

42. The Contractor shall be paid from time to time on the monthly bills **duly signed by the contractor and checked & verified by the authorized Medical Officer**/Head of the concerned hospital, such amount on the basis of the rates approved under this tender and contract agreement. The bills submitted by the Contractor must be accompanied with a detailed Statement of the cooked diet consumables during the month which should also be duly supported by the daily demand order(s) slips duly signed by the In-charge concerned and verified by the concerned Medical Officer of the concerned Hospital Administration. Further the **payment of the bills of the Contractor is subject to the receipt of the budget** for the same from the Government of Himachal Pradesh and **in any case of delay in the payment on the bills**, the contractor shall not in any way be entitled for any interest or compensation on the delayed payment(s). **The contractor will have to make payment through cheques/NEFT/RTGS to the workers.**

Hospital Authorities will not withhold any payment for more than one month without any justified & valid reason subject to availability of the budget.

EXPIRY OR TERMINATION OF THE CONTRACT

43. The Chief Medical Officer/Sr. MS/MS/BMO/SMO I/C, on the report/ recommendation of a Committee duly constituted for the purpose or the Administration of the concerned Hospital, reserves the right to terminate the contract at any time without assigning any reason thereof and without giving any further notice to the contractor.
44. The contractor will vacate the kitchen and hand over the possession of the premises on the termination or expiry of this contract. If the contract is terminated due to any reason under the orders of the Department, **as per HP Govt. conditions** then contractor will have to vacate the kitchen premises within 24 hours after receiving the notice thereof. If contractor fails to vacate the kitchen premises on stipulated date & time as per the given direction then damage charges for the over stay at the rate of Rs.500/- per day will be recovered from the performance security deposit money. If security deposit is insufficient to recover damage charges then the same will be recovered through the court of law.
45. If the Contract is terminated by the Contractor at its own discretion or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Contractor with the tender accepting authority/ concerned hospital Administration, the Security Deposit will be forfeited without prejudice to the Department's or Hospital Management's right to proceed further

against the contractor for any additional damages that the Institute suffers as a result of breach of the aforesaid terms and conditions.

46. On expiry or termination of the contract, the Contractor will hand over all the utensils/ equipments /articles etc. supplied by the hospital, in good working condition, back to the hospital. **If the service provider wants to discontinue the service he will have to give at least three month notice in advance and he will not discontinue the services abruptly. If required, even after the expiry of contract period the service provider will have to continue services till finalization of new tender at the same terms and conditions.**
47. **The Tender inviting authority reserves the right to accept or reject the tenders or cancel the tender without assigning any reason.**

JURISDICTION

48. Dispute, if any, arising out of the cooked diet contract, shall be settled on priority basis by mutual discussion in the office of the Chief Medical Officer/Sr.MS/MS/BMO/ SMOIC HP and outcome of the same will be binding on both the parties to contract and in appeal the dispute shall be decided by DHS within time bond manner. He shall further issue any dispute direction in this subject matter. **The Hon'ble Courtsat Himachal Pradesh shall only have the jurisdiction over the same.**

Enclosures: ANNEXURE-1 TO 6

Chief Medical Officer/Sr. MS/MS/BMOSMO I/C,

“I hereby certify that I have read carefully all the terms & conditions of the Tender document and agree to comply with all of them in case of acceptance & approval of my/our tender for cooked diet”

(Signature of tenderer with Address or seal/stamp

TENDER FOR SUPPLY OF COOKED DIET TO PUBLIC HOSPITALS OF HIMACHAL PRADESH.

(Please give full information in writing wherever necessary or applicable in the columns and also mention page number of the enclosures where applicable)

1. Closing Date & Time of tender _____
2. Opening date & Time of tender _____
3. **Name of Hospital for which tender given:** _____
4. **Name & Address of tenderer/ Firm** _____
/ Agency and Telephone no.
5. Name, Designation, Address and _____
Telephone No. of **Authorized person** _____
of Firm/Agency to deal with the tender _____
(if any & Applicable)
b) Whether attested copy of the **valid**
authorization letter attached or not **YES/ NO/Not Applicable**
6. **Permanent Account Number**
issued by Income Tax Department _____
7. **License No. Issued** under _____
the Food Adulteration Act.
&**Validity Period** and FSSAI 2006
8. **Cost of Tender Document Rs. 500**
 - a. Amount: Rs. _____
 - b. Draft No: _____
 - c. Date of issue: _____
 - d. Name of the issuing Bank: _____

Affix duly self
Attested
Passport size
Recent
photograph of
The

9. **Details of earnest money deposited**

a. Amount: Rs. _____ Rs. _____ (in words)

b. FDR No: _____

c. Date of issue: _____

d. Name of the issuing authority: _____

e. Validity period, if any. _____

10. Other information, if any

11. **Declaration by the contractor:-**

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

Dated: (Signature of Tenderer)

Name:

Designation:

Address:

Phone No. (O):

Phone No. (Mobile)

Enclosures attached with the Tender Form:-

Sr. No.	Enclosure Detail	Page No.

(Signature of Tenderer)

(Annexure-2)

FORMAT FOR PROVIDING UNDERTAKING

(To be submitted on judicial stamp paper of Rs. 20/-should be attested by Notary Public of the area)

To

**The CMO/Sr.Ms/MS/BMO/SMOIC of concerned hospital
Health & Family Welfare ,**

I, the undersigned, hereby certify that I have gone through all the terms and conditions mentioned in the tender form document for supply of cooked diet and I undertake to comply with them.

I, the undersigned, hereby solemnly declare and undertake as under:

1. That the Price Bid amount quoted by me in the Tender is valid and binding upon me for the entire period of the contract.
2. That I bind myself to the Chief Medical Officer, SMOIC/MS/Sr.MS HP and the concerned Hospital Administration for providing the cooked diet & services at _____ **Hospital, Distt.**

_____for the entire period of the contract.

3. That the Performance security money deposited by me shall remain in the custody of **the** CMO/Sr. MS/MS/BMO/SMO IC, HP till the expiry of the contract.
4. That the conditions herein contained and contained in the tender form shall form part of and shall be taken as included in the contract agreement itself.
5. That I will be wholly responsible for providing cooked diet services at

_____ **Hospital,** _____ **Distt.** _____ **HP** as per the terms & conditions mentioned in the tender form.

6. That in case any workers are employed by me in the kitchen or elsewhere for preparation & providing of cooked diet, I shall be responsible to provide all benefits as applicable under the rules and Laws such as Minimum wages to the workers, E.P.F. Bonus, ESI, and Leave etc. to the eligible employees employed by me.
7. That **I shall abide by the provisions of Minimum Wages act 1948** and Contract Labour Act 1970 and other Labour laws applicable from time to time, in case any workers are appointed by

me for the cooked diet preparation & providing services.

8. That damage to the hospital property if any, due to lapse on my part or on the part of my staff may be recovered from me or my performance security deposit.
9. That lapse if any occur on my part or on the part of my staff while discharging the cooked diet services, the Chief Medical Officer, SMOIC/MS/Sr.MS, HP may cancel my contract and award the work to another agency and the loss or the cost difference may be recovered from me and can forfeit the performance security deposit money also. Complete detailed of duly verified of performance security.+
10. That the decision of the concerned hospital Administration and **the Chief Medical Officer, HP** will be binding upon me in any matter.
11. **I will never try to terminate the contract without three month prior notice.**

(Signature of the Tenderer with Stamp)

Annexure -3)

LIST OF COOKED DIET ITEMS / FOOD PRODUCTS ETC. TO BE PREPARED AND SUPPLIED BY THE CONTRACTOR TO THE PATIENTS IN THE CONCERNED PUBLIC HOSPITAL(S) ON THE RATES APPROVED IN THE TENDER/LETTER OF AWARD OF CONTRACT:

Sl. No.	Particular	Name of Item (Food Product)	Quantity
1	Full Diet	Chapati Rice with Dal and Sabji	4 Chapaties 100gms or 200gm rice in place of Chapaties, 75 gm dal & 250 gm seasonal vegetable (Sabji)
2	Full Diet	Khichari with Dahi	200gm Khichari and 150 gm Curd (Dahi)
3	Full Diet	With Matar Paneer	Matar paneer instead of seasonal vegetable as in No.1, on the day of Non Veg. Diet
4	Full Diet	Non Vegetable	Mutton 150gm or chicken 200gm with 200gm rice or 4 Chapaties
5	Breakfast	Veg/Non-Veg	4 Bread slice with butter 25 gm, boiled Milk with sugar per glass 250 gram milk & boiled egg Optional.
6	Evening tea	Veg	200 ml and biscuit 25 gm
7	Boiled Egg (Hen)	Non-Veg	One

Note:-

1. Item No. (4) Non Veg diet will be served in all the hospitals and it will be served only once in a week.
2. Khichari with Dahi will be served only on the basis of time to time demand of the concerned hospital.
3. The rates of the items as mentioned above will be approved in the tender for one financial year or for extended period and the contractor will have to supply all the items on the rates approved during the entire period of contract.
4. Menu of the lunch or Dinner should not be repeated and should be changed every day. The Lunch items should not be repeated in the Dinner and fresh items should be prepared for the dinner daily. Weekly/Monthly menu should be displayed.
5. **Number of boiled eggs will be included in the bill as per actual & not on the basis of number of breakfasts.**

Chief Medical Officer

CMO/Sr. MS/MS/BMO/SMO I/C

Signature of the Tenderer

TENDER FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITAL(S) OF HP (FORM OF CONTRACT AGREEMENT to be signed on a non-judicial stamp paper of Rs.50)

This contract agreement is made on the _____ day _____ 2018 between the Chief

Medical Officer/Sr.MS/MS/BMO/SMOI/C, hereinafter called 'the **Employer on the one part** and _____ (Name & Address of contractor) hereinafter called "the Contractor" on the other part, under which the contractor shall prepare & supply the cooked diet & serving services to the patients in _____ **Hospital, , HP** as per the terms and conditions of the tender and this contract agreement during the entire period of contract from **w.e.f.to**

NOW THIS AGREEMENT WITNESSETH as follows:-

- 1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & conditions of contract hereinafter referred to.**
- 2. The following documents shall be deemed to be read thoroughly and form a part of this Agreement, viz :**
 - (a) Letter of acceptance for award of contract**
 - (b) Terms and Conditions of the Tender Form for supply of cooked diet.**
 - (c) Notice inviting Tender**
 - (d) Price Bid of Tender.**
 - (e) Addendums, if any**
 - (f) Any other documents forming part of the contract.**
- 1) The contractor hereby agrees to supply the cooked diet and other related approved items to the patients in the _____ Hospital, Distt.....HP during the period of contract without any condition.**
- 2) The contractor hereby also agrees to pay the employer/Government in consideration of the damage or loss or penalty of any kind, the amount as per the terms & conditions of the tender form or as per the decision of the concerned Hospital Administration.**
- 3) The Employer hereby agrees to hand over the premises of kitchen of concerned hospital to the contractor (only if exists as per tender form) for the period of contract for providing the cooked diet & services as per the terms & conditions of the tender form.**
- 4) The employer hereby also agrees to pay to the contractor in consideration of the supply of cooked diet & services to the patients in the concerned hospital on the bills of the contractor on the rates approved by the Department/Government under the contract agreement and the letter of acceptance and award of contract.**

For and on behalf of the Employer Signature of the authorized official Name of the officer
 Chief Medical Officer/Sr. MS/MS/BMO/SMO I/C
 Stamp/ Seal of the Employer

SIGNED, SEAL AND DELIVERED	
<p>By the said</p> <p style="text-align: right;">_____Name</p> <p>on behalf of the Contractor in the presence of the</p> <p>Witnesses</p>	<p>By the said</p> <p style="text-align: right;">_____Name</p> <p>on behalf of the Employer in the presence of the</p> <p>Witnesses</p>

1. SIGNATURE:

NAME:

DATE

DESIGNATION:

TELEPHONE NO:

2. SIGNATURE:

NAME:

DATE:

DESIGNATION:

TELEPHONE NO:

1. SIGNATURE:

NAME:

DATE:

DESIGNATION:

TELEPHONE NO:

2. SIGNATURE:

NAME

DATE:

DESIGNATION:

TELEPHONE NO:

Note:

- + To be made out by the employer at the time of finalization of the form of agreement. ++ Name of the hospital to be filled for which the tender has been accepted.

** Blanks to be filled by the employer at the time of finalization of the form of agreement.

Signature of the Tenderer

CHECK LIST OF THE DOCUMENTS TO BE ATTACHED WITH**PRE-QUALIFICATION BID OF TENDER FOR COOKED DIET**

Note: 1) Please check whether the copies of the following documents have been uploaded/attached with the tender or not.

- 2) All the Pre-Qualification Bid documents (along with Annexure 1 to 5) must be submitted separately in sealed Envelop-I super-scribed as “Pre-Qualification Bid for supply of cooked diet in respect of (Name of Hospital)”**

Sr. No.	Particulars	YES	NO
1	Tender Form with (Annexure-1 to 7) duly filled in, where applicable, with Signatures of the bidder or his/her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document.		
2	One passport size self attested photograph pasted on the Form) showing name of the tenderer on the photograph in legible ink .		
3	Earnest Money Deposit as mentioned in the tender form in the of FDR/Demand Draft/Banker’s Cheque /Bank Guarantee from any of the Nationalized or Commercial Bank issued or pledged in favor of the undersigned i.e. Chief Medical officer/Sr. MS/SMO IC, HP valid for 6 months and payable at _____, HP.		
4	An undertaking as per Annexure-2 to be submitted duly signed by the tenderer on a judicial stamp paper of Rs. 20/-and attested by the Notary Public of the area.	???	
5	An affidavit on a judicial stamp paper of Rs.20 given by the tenderer duly attested by the Notary Public of the area on the lines given in the tender form.	???	
6	An Attested Copy of PAN (Permanent Account Number) Issued by the Income Tax Department. In case of partnership firm the PAN should be in the name of firm only.		
7	An attested copy of valid License under the Prevention of Food Adulteration Act 1954 as applicable in the State of HP/FSSA 2006		

8.	An Attested copy of the valid authorization letter given by the owner of the firm/agency in favor of the authorized signatory, only if required & applicable		
9.	Attested copy of Power of attorney in case of a partnership firm., only if applicable		
10.	Copy of GST Registration certificate		
11	Proforma of Past experience (Annexure 7) with necessary notarized supporting documents		

Signature of Tenderer:

Name & Address

With rubber stamp

PRICE BID FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITAL (S) OF HP**NOTE:-**

- i. Please quote the amount of Price Bid individually for each item of cooked diet strictly in the Table given below, otherwise the price bid shall be rejected straightway.
- ii. Before submitting tender application and quoting the amount of Price Bid, the tenderers are advised to visit the concerned hospital premises to see the kitchen area, if any available & hospital premises to assess the scope of business & services to be provided in the hospital. No increase in the amount of Price Bid shall be allowed in any condition after the approval of the tender/rates.
- iii. **As approved by the tender opening-cum-evaluation committee, the following Uniform Formula will be adopted to calculate the weekly Price Bid points for each item of Cooked Diet in order to ensure proper & justified weight age of the price bid of all the items of cooked diet in transparent democratic & justified manner. Total Weekly Price Bid will be calculated for all items in the below mentioned table as per the price bid of each diet multiplied by weekly service points . L1 will be the bidders who will be having the lowest of weekly price bid for all the items. The tender of cooked diet will be awarded to the tenderer/firm having the Lowest total of Weekly price Bid subject to further negotiation in the rates, if any, required as per the opinion of the committee:-**
- iv. Weekly Price Bid points for each item of cooked Diet=price bid rate quoted for each item by the tenderer firm multiplied by weekly Service points.
- v. Weekly Service points=No of times/sessions each item of cooked diet required to be served to patients in one day(x) No. of days each item is required to be served during one week(as per chart given below by taking maximum of 14 diets in a week):

NOTE:- FORMAT ONLY ,RATES ARE TO BE QUOTED ONLINE.

S r. N o.	Name of item (Cooked Diet Product)	Quan tity	No. of Times/ sessions each item of cooked diet required to be served to patients in one day	No. of days each item is required to be served during one week in hospital	Details	Weekly service points	Price Bid rate quoted by tenderer/ firm per service point (exclusiv e of GST)	Weekly price bid
1.	Chapati, Rice with Dal and sabji	Full diet (Item No.1.)	Two times	6.5 days	1X13	13		

TENDER FORM FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITALS OF HIMACHAL PRADESH.

2.	Full Diet khichari with dahi	Full Diet (Item No. 2)	½ time (taken as two half time for week) two times	1 day (this item will be served as per demand)	2X1/2	1		
3.	Full Diet with matar paneer	Full Diet Item No.3	½ time	1 day	1/2X1	0.5		
4.	Non Veg	Full Diet Item No. 4	½ time	1 day	½ X1	0.5		
5.	Break fast	Item No. 5	One time	7 Days	1X7	07		
6.	Evening Tea	Item No. 6	One Time	7 days	1X7	07		
7.	Boiled Egg(Hen)	One (Item No. 7)	One time	7 days	1X7	07		

Annexure – Vii

PROFORMA FOR PAST EXPERIENCE

Order placed by (full address of Purchaser)	Order No. and date	Description of catering services	Value of order (Rs.)	Period of Contract	Remarks on Satisfactory Performance (attach documentary evidence)**

Note : The documentary evidence will be a certificate from purchaser or bill paid or TDS certificate issued by the purchaser/end user with cross-reference of order no. and date, with a notarized certification authenticating the correctness of the information furnished.

TENDER FORM FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITALS OF HIMACHAL PRADESH.

(Please enter Name and Address of tender Inviting Authority)

Phone:.....Fax:.....

Phone:.....Fax:.....

- 6) Cost of tender: Rs. 500/- (On Counter /in office) & RS. 550/- (By Registered Post)
- 7) Sale Date for Tender w. e. f.: From the Date of Publishing in Newspapers Up to date_____time_____
- 8) Last Date of submission of Tender: up to 1.30 p. m. on date_____
- 9) Date and time of opening Pre-Qualification Bid of tender:) at 2:30 p.m. date_____
- 10) Date of opening of tender: (Note: Tender may please be given separately for each of the hospitals in separate sealed envelope as per detailed terms & conditions_____

Sealed tenders are invited from the interested and eligible persons /firms / traders/agencies separately for each of the following hospitals for supply of cooked diet in the hospitals of Health Department of HP for the period from 1-4-2018 to 31-3-2019.

Sr. No.	Name of Hospital	Period for supply of cooked diet under Contract		Amount of Earnest Money to be deposited with tender form (in Rs.)
		Ten (10) days from of signing of agreement	To 31-03-2019	

Prescribed tender form can be obtained from the office of the undersigned i.e. the Chief Medical Officer/Sr.MS/SMO I/C HP from the date of publishing in the newspaper(s) up to the date and time as mentioned above against the hospital. The payment for receipt of Tender Form can be made either in Cash or in the form of **Demand Draft issued** in the name of the Chief Medical Officer,/SMO I/C/Sr. MS/MS, HP and payable at. **Name & Address of the firm must be written on the back side of the Demand Draft by the tendered.**

Signature of the Tenderer

TENDER FORM FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITALS OF HIMACHAL PRADESH.

Duly completed tender form along with the amount of **Earnest money deposited as mentioned above** in the form of FDR/ Demand Draft/ Banker's Cheque/ Bank Guarantee from any of the Nationalized/Commercial Bank issued or pledged in favour of the Chief Medical Officer, SMO I/C/ Sr. MS/MS, and other required documents should be put in the tender box placed in the office of Sr. MS/MS/SMO I/**Positively by 1:30 pm on (-----) and 1:30pm on _____ name of each Hospital.**

All the terms & conditions of Tender Form may be read carefully and strictly complied with before submitting the tender documents:-

Tenders received after due date & time shall not be accepted.

SCOPE OF WORK:

The supply of cooked diet in public hospitals of Himachal Pradesh shall be meant for cooking/making & serving breakfast/ meals only for patients admitted in the Hospital as per the instructions of Hospital. It includes serving solid food, semi-solid food, tea etc. It includes purchasing of all raw material like Grocery, Spices, Fresh Vegetables, Fresh Fruits, Egg, Milk, Utensils, Cooking Burners range, LPG Cooking Gas, Working Tables, Kitchen Equipment, Garbage/Kitchen waste collection bins, Garbage/Kitchen waste disposal etc. for preparation of Food) and required the distribution of the prepared fresh Food items to the Patients. Diet is to be served three times in all days of the week. Contract is initially for the period of one year, which may be extended as per the terms mentioned in the tender document

SUBMISSION OF TENDER: GENERAL CONDITIONS

3. The tender must be submitted in two parts

- (A) Pre Qualification bid
- (B) Price bid. (Financial Bid)

The two bids must be submitted in **two separate envelopes-I & II, clearly marked as “Pre -**

Qualification bid” / “Price bid” as the case may be, and must be put in the **single envelope**. Both the envelopes-I & II and the single envelope containing them should be sealed properly & individually.

The single sealed envelope containing both the sealed envelopes-I & II bearing the name & complete postal address of the bidder **must be super-scribed/** marked as **“Tender for supply of cooked diet in respect of (Name of Hospital)”** and should be addressed to the Chief Medical Officer, MS/SMO I/C, HP. **Sealed Envelop-I super-scribed** as **“Pre-Qualification Bid for supply of cooked diet in respect of (Name of Hospital)” – will contain all essential documents for Pre-Qualification bid.**

Sealed Envelop-II- super-scribed as: **“Price Bid for supply of cooked diet in respect of (Name of Hospital)”** - will contain **“Price Bid”** duly filled in the **Annexure-6** of Tender Form.

Eligibility of Bidders: (Essential Conditions):

3. **Documents required for Pre-Qualification bid:**

I. Tender Form (with Annexures-1 to 7) duly filled in, where applicable and with Signatures of the bidder or his/her authorized signatory on each page of the Tender Document in acceptance of the terms and conditions contained of the Tender Document.

II. One self attested passport size photograph showing **name** of the tenderer/ authorized signatory of firm on the photograph in legible ink duly pasted on the Form **Annexure- 1.**

Signature of the Tenderer

TENDER FORM FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITALS OF HIMACHAL PRADESH.

- III. **An Attested Copy of PAN (Permanent Account Number)** of the tenderer / firm issued by the Income Tax Department. In case of a partnership firm, the PAN should be in the name of the firm only.
- IV. An **attested Copy of Goods and Service Tax registration** certificate.
- V. **An attested copy of valid License under the Prevention of Food Adulteration Act 1954** in the name of the tenderer /firm as well as license under FSSAI Act 2006.
- VI. Attested copy of the valid authorization letter given by the owner of the firm/agency in favour of the authorized signatory.
- VII. Earnest Money Deposit in the of FDR/Demand Draft/Banker's Cheque /Bank Guarantee from any of the Nationalized or Commercial Bank issued or pledged in favour of the undersigned i.e. the Chief Medical Officer/Sr. MS/SMO I/C, HP.
- VIII. Attested copy of Power of attorney in case of a partnership firm.
- IX. An undertaking as per Annexure-2 duly typed to be submitted duly signed by the tenderer on a judicial stamp paper of Rs. 20/- which should be duly attested by the Notary Public of the area.
- X. The interested parties who have minimum two year experience of serving cooked diet in Govt. Hospitals / Private Hospital (Certificate providing the service from the Hospital Incharge to be attached).
- XI. An undertaking duly attested by the Notary public of the area on a judicial stamp paper of Rs.20 given by the tenderer stating that:
- I or my firm has not been convicted in any case related to supply of cooked diet or in any other case / tender while dealing with Govt. department. My firm, has never been blacklisted from anywhere.
 - That no tax liability is pending against the tenderer or the firm to the Income Tax Department or any other Department of the State Government or Government of India.
 - That I or my firm has not been blacklisted or banned by the Government of HP, or Govt. of India from providing the cooked diet services or from participation in the tenders of cooked diet anywhere.
4. **Essential documents required for Price bid:**
- Price Bid duly filled in Annexure- 6 of the Tender Form.**
 - Amount of Price bid is to be quoted in Indian Rupees both in words as well as in figures without any cutting, erasing, overwriting or fluid-pasting.
5. **Tenders in which Price bid is enclosed with the Pre- qualification Bid (Envelop -I) instead of separate envelope ii will be summarily rejected and no representation will be entertained.**
6. Rates for all the items will be inclusive of GST (if applicable)
7. The tenderer should assess the **volume of business by himself**. No minimum supply orders for cooked diet or business guarantee will be furnished to the Contractor towards supply of the cooked diet during the contract period.
8. The **pre qualification bid will be opened on (-----) at (-----) PM** and as mentioned against the name of each Hospital in the office of the undersigned i.e. the Chief Medical Officer, MS/SMOIC Sr.MS HP by a tender opening-cum Evaluation committee constituted for this purpose in the presence of tenderers or their authorized representatives who wish to present. The decision of the Chief Medical Office/Sr. MS/SMO IC HP in this regard shall be final and no requests etc. will be entertained from the bidders.

Signature of the Tenderer

TENDER FORM FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITALS OF HIMACHAL PRADESH.

9. In case the fixed date ----- & ----- are declared as Government holiday, the tender box will be opened on the next working day at the same time and venue.
10. Tenders not conforming to the essential requirements, as per all the terms & conditions of the tender form and as per the **Check List (Annexure-5)** of the Tender Form will be rejected and no correspondence thereof shall be entertained whatsoever.
11. Price bid of only those tenderers shall be opened who are found qualified at the pre Qualification stage after scrutiny of the Pre-Qualification bids. Time & Date for opening of Price Bid shall be fixed and intimated to the tenderers qualifying in Pre- Qualification bid.
12. The tenderers are advised to visit the concerned hospital premises to assess the scope of services to be provided, before submitting their tender application.
13. Bids submitted must be unconditional and no communication will be made till the finalization.
14. **Late and delayed tenders** will not be accepted and the office of the undersigned shall not be responsible for any delay caused for the receipt or submission of tenders by post.
15. The tender of the person/ firm(s) who have been black listed by the State Govt. or Govt. of India shall not be entertained or accepted in any manner and may be rejected at any stage before or after opening of the bids and the contract, if any awarded may also be cancelled at any time without any notice to the contractor.
16. Tenderer submitting a tender would be presumed to have considered and accepted all the terms and conditions of the tender form and Annexures annexed thereto. No inquiry, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
17. Any Act on the part of the tenderer to influence anybody in the Department shall liable the tender for rejection without assigning any reasons for the same.
18. Tender Inviting Authority Chief Medical officer/Sr. MS/MS/SMO I/C HP. reserve the right to accept or reject any or all the tenders without assigning any reason thereof.
19. Tender Inviting Authority may ask for additional information / Document(s), if any. The tenderer has to submit the required information/document as asked for by the Tender Inviting Authority
20. If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.
21. **Negotiation in Price Bid:-** The Chief Medical Officers Sr. MS/MS/SMO I/C HP. on the recommendation of the tender opening-cum-Evaluation Committee reserves the right to accept the price bid of the accepted lowest(L-1) bidder as such or to call such bidder/ tenderer for further negotiation in the price bid rates of anyone or all the items of cooked diet mentioned in Annexure-3. Department of Health reserves the right not to accept any tender.

Signature of the Tenderer

TENDER FORM FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITALS OF HIMACHAL PRADESH.

22. **Award Of Contract:** Award of contract will be issued to the L1 Bidder subject to necessary approvals from CMO for institutions below District and for district level hospital approval from HOD. If due to any reason L1 bidder is unable to deposit due performance security or execute the agreement within stipulated time after depositing the performance security then that bidder will be rejected its EMD will be forfeited and L2 bidder may be called for the negotiation and if L2 bidder agrees to work on the rates quoted by rejected L1 bidder then contract may be awarded to L2 Bidder at the L1 rates, subject to necessary approvals from CMO for institutions below District and for district level hospital approval from HOD
23. **Period of Contract :-** The period of contract for supply of cooked diet shall be for one complete financial year w.e.f. 1st April to the last day of March next year. The tender can be extended on satisfactory performance for further period for another 3 months or till new tender is finalized on same rate, terms and conditions.

Signature of the Tenderer

TERMS & CONDITIONS FOR FILLING UP OF TENDER FORM:

24. Please read the following Terms & Conditions carefully before filling up the tender form documents. Incomplete Tender Documents will be rejected straightway.

- i. No paper shall be detached from the Tender Form /Document
- ii. The tender should be neatly filled in and should be free from over writing or cutting. Correcting fluid should not be used in any part or document of tender form. Cuttings unless legibly attested by the tenderer, shall disqualify the tender. All the documents should be serially numbered and signed by the tenderer.
- iii. All pages of the Tender Document must be signed by the tenderer or his/her authorized signatory as token of having accepted all the Terms and Conditions of this Tender.
- iv. The name and address of the tenderer shall be clearly written in the space provided for the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
- v. The Tenderer must write the name & complete postal address of the bidding firm on the reverse side of the Demand Draft(s) submitted with the tender as Earnest Money.
- vi. All the envelopes of the tender application must be sealed properly by the tenderer.
- vii. Before submitting the tender, details of documents to be attached may be verified from the **Check List given in Annexure-5** of the Tender Document. Tenders received without proper documents, including demand draft, shall be summarily rejected.
- viii. The tender should be filled in and submitted strictly in accordance with the instructions contained herein, other wise the Tender is liable to be rejected.

Correction of errors:

25. Tenders determined to be technically acceptable after technical evaluation will be checked by the Tender Opening Committee for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Tender Opening Committee as follows:
- (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern.
 - (b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
 - (c) If a tenderer does not accept the correction of errors as outlined above, his tender will be rejected straightway.

Refund or Forfeiture of Earnest Money Deposit:

26. Earnest Money Deposit of the unsuccessful bidders will be refunded within one month from the date of finalization of tenders; whereas in case of successful bidder the same may be refunded or may be adjusted against the performance security deposit.

TENDER FORM FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITALS OF HIMACHAL PRADESH.

27. Earnest Money Deposit of the successful bidder shall be forfeited if the contractor does not fulfill any of the following conditions:

- i. If an agreement is not signed in the prescribed form within seven days of the receipt of the Letter of Award of lease Contract;
- ii. If the Contractor does not commence canteen services within seven days from the date of signing the agreement for commencement of canteen services.
- iii. Any loss penalty or any other cogent was only non execution of the contract can also be recovered from the contractor as decided by the Chief Medical Officer,/ Sr. MS/MS/SMO I/C. no correspondence in this regard will be entertained.

Signature of the Tenderer

TERMS AND CONDITIONS FOR SUPPLY OF COOKED DIET SERVICES IN THE VARIOUS PUBLIC HOSPITALS

3. Gas Pipeline, Utensils, Gas Chullhas is available with the concerned Hospital, will be provided to successful contractor on loan basis by the concerned Hospital Administration, but their safety and maintenance and actual cost bearing if any will be sole responsibility of the contractor which will be returned to the hospital in good condition at the time of vacation of premises at the expiry or termination of the contract. If any loss is found to any inventory, the contractor shall make good of such loss failing which the same shall be recovered from the performance Security Deposit. (or) Gas Pipeline, Utensils, Gas Chullhas is not available with the concerned Hospital, and successful contractor has to make necessary arrangements on his / her own for the same.

4. Kitchen hall / premise is available in Hospitals, will be provided to successful contractor on loan basis by the concerned Hospital Administration, but their safety and maintenance and actual cost bearing if any will be sole responsibility of the contractor which will be returned to the hospital in good condition at the time of vacation of premises at the expiry or termination of the contract. If any loss is found to any inventory, the contractor shall make good of such loss failing which the same shall be recovered from the performance Security Deposit (or) Kitchen Hall/premises is not available in hospitals, the contractor will have to make his own arrangements for a kitchen near to the hospital at his/her own expenses for preparation & serving the cooked diet in the concerned hospital.

3. Specification of Materials: The contractor shall ensure and confirm that only new, original and genuine kitchen utensils/ appliances/ equipment shall be used by him for providing this service.
 - i) All equipment should be fabricated out of first quality food-grade non-magnetic stainless steel material. All the joinery should be done by argon arc welding, duly ground and polished.
 - ii) The contractor shall provide all utensils for cooking, serving, carrying, storage and distribution of the cooked food as per quality approved by competent authority of health facility. He shall provide patients with good quality utensils for taking the meals. He shall promptly replace utensils damaged/ defaced due to wear and tear, to the satisfaction of the competent authority of health facility. If the contractor avails of any utensils, cooking appliances, food trolley or other equipment from the health facility, he shall submit a list indicating the current usable condition of such items to the in-charge of health facility at the time of taking possession. On termination of his contract he shall return these items, duly matched with the said list to the health facility. He shall use these items with due care. He shall replace any of these items damaged due to mishandling on his part, to the satisfaction of the competent authority of the health facility.
 - iii) All burners of cooking ranges shall be Indian Oil Corporation's (or) PSU Oil Marketing Companies approved burners. All other L.P. Gas parts shall be of branded company with ISI marks.

- iv) All compressors for refrigerators (CFC Free) and water-coolers etc. shall be hermetically sealed compressors of branded company.
- v) All legs of working tables, storage racks, cross bracings etc., shall be made of firm stainless steel pipes.
- vi) All working tops shall be sound dampened by suitable method.
- vii) All equipment shall be complete in all respects and ready to use to the entire satisfaction of the in-charge of health facility, including all accessories, fittings etc.
- viii) All electrical equipment and electrical part(s) of the equipment should be of reputed brands with ISI mark.
- ix) All equipment shall be pre-plumbing tested for electrical insulation and earthing.

LPG: The contractor shall only use commercial LPG as cooking fuel. Use of electricity as fuel or polluting fuels like wood, other fossil fuels etc. shall be deemed to be a lapse in the services being provided by the contractor and shall be liable for deduction of liquidated damages and other remedies available to the health facility under the contract. The ovens and cylinders have to be procured by the successful bidder at their own cost. However, at the end of the contract period, the contractor will be at liberty to take possession of the ovens, cylinders and other materials procured by him at his own cost.

The contractor shall provide the indoor patient diet supply service absolutely and exclusively to the indoor patients admitted to the health facility, as per instructions issued by the competent authority. He shall not use the site/ premises, utilities, utensils, equipment etc. allotted to him by the health facility for performance of this contract for any other purpose like storage of materials for other contracts, sub-leasing of his allotted premises, allowing housing for staff/non staff etc.

Cooking Gas for cooking purpose will be procured by the successful Contractor him/herself without any responsibility of the concerned hospital Administration. Commercial gas cylinders will be used for cooking purpose in the canteen. Use of Electricity & Coal for cooking purpose will not be allowed. **Other Utensils etc.** in sufficient quantity as needed for cooked diet preparation and serving services, which are required extra, will also be procured by the successful Contractor him/herself;

49. **Maintenance of Kitchen** of hospital and of Utensils, Gas Chullhas etc. handed over by the Hospital Administration will be the sole responsibility of the Contractor.

- iv. Addition, alternation or modification in the existing kitchen premises, if any, is not permissible without prior approval of the hospital authority.
- v. The contractor will not have any ownership rights on the kitchen premises, if any.

- vi. The contractor shall neither sublet any portion of the premises of kitchen of hospital, if any, in any form for any purpose to anyone else nor shall transfer its rights to any other person(s). If found, action will be taken as deemed fit including forfeiting of the Security Deposit and termination of the Contract.
50. The tenderer should assess the volume of business by himself. No minimum business guarantee will be furnished to the Contractor towards supply of cooked diet, consumption of food items etc in the hospital. He/she is advised to maintain the highest quality & nutritive value at the approved rates in the interest of the patients.
51. The **contractor shall bear all the expenses** for preparation of the cooked diet and the concerned hospital administration shall not in any manner be liable to reimburse the expenses so incurred by the contractor.
52. All work shall be carried out with due regard to the convenience of the hospital and hospital administration. The orders of the concerned hospital authority shall be strictly observed.
53. The **contractor shall provide the cooked diet in the concerned hospital on all the days during the period of contract.**
54. The contractor may be directed at any time by the concerned Hospital Administration in the interest of the patients and the contractor shall be bound to obey the orders or directions given in this regard.
55. **If the concerned Hospital Administration is not satisfied** with the quality of cooked diet/eatables served, services provided or behavior of the contractor or his/her staff, the **Contractor will be served with 24-hour notice to improve the quality or rectify the defect(s)**, failing which the concerned Hospital Administration will be at liberty to take appropriate necessary steps as deemed fit under the provisions of terms & conditions of this tender form including imposition of penalty.
56. The Contractor shall himself arrange for Emergency lighting in the kitchen, if any, at his own cost;
57. **For any dispute regarding quality & service**, the decision of the concerned Hospital Administration shall be final and binding on the contractor.
58. The kitchen, if any, should not be used as a manufacturing place for the any shops or any other parties etc. Kitchen premises should not be used for any other activity except for the purpose for which it has been provided for.
59. The Contractor shall be **responsible for the proper maintenance of the kitchen space**, if any and other infrastructure if any provided to him. The responsibility for any damage due to breakage, theft or fire will be that of the contractor. Care must be taken to ensure that while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the hospital are damaged. Any damage to Hospital property/ fixtures will have to be rectified/repaired/ replaced by the Contractor failing which the same will be got done by the concerned Hospital Administration from the amount of the Performance Security deposit of the contractor under proper intimation to him. Storage of inventory will be at the personnel risk of contractor. Any loss of inventory due to theft , fire etc hospital management wont be responsible
60. The contractor shall **keep the kitchen premises (if any handed over) and its surrounding areas neat and clean** with up to date sanitation every day after the services are over. The cleaning includes cleaning of kitchen hall, floor, counter, benches, tables, chairs, service trolley, utensils etc. He will have to maintain good standard of service and clean environment of a high level for ensuring the cleanliness and hygienic conditions of the kitchen and surrounding premises. Pest control as per food industry practices has to be carried out and pests / animals are to be avoided in the premises. Kitchen cleaning , pest control schedule needs to be displayed indicating date last carried out , due date etc

61. He/she will arrange soap, towel etc. at the washbasin at his own cost.
62. Disposal of waste material shall be done by the contractor in accordance with the prevalent rules and regulations himself at his own cost.
63. The contractor of the canteen shall not allow smoking or drinking in the kitchen (if any handed over to him) by any officer, official of the Health Department, visitor, patient or attendant otherwise strict action shall be taken against the contractor including the Imposition of penalty. Similarly, storing, supply, sale and consumption of drugs, alcoholic drinks, cigarettes & other Tobacco products or any other items of intoxication are strictly prohibited inside or outside the kitchen premises or hospitalcampus. On any breach of such restrictions by the Contractor or his staff will attract deterrent action against the Contractor as per statutory norms/prevalent Laws.
64. A Diet monitoring committee will regularly on day to day basis check the quality of diet in their respective hospitals and keep the record also. Payment of the contractor for the month will only be released after the OK report from this committee.
65. In case of complaints and subsequently on having found these complaints correct after verification by the committee, a notice will be served to the contractor. In case three such notices are served and there is no improvement even after the expiry of third notice period, CMO/Sr.MS/MS/BMO/SMO I/C/MO Incharge may stop the contractor to supply the diet in that hospital any more. CMO/Sr.MS/MS/BMO/SMO I/C/MO Incharge will make some alternate arrangement for the supply of diet immediately. In case Hospital authorities have to bear more expenses than they were supposed to pay to the contractors for that period, the difference of more payment made will be deducted from the contractor's due payment or from security money deposit. Matter will also be referred to the state committee for further decision.
66. In case any food sample is taken by FSO and that sample fails or declared as not of standard quality, CMO/Sr.MS/MS/BMO/SMO I/C/MO Incharge will stop the contractors to supply the diet in that hospital any more. CMO/Sr.MS/MS/BMO/SMO I/C/MO Incharge will make some alternate arrangement for the supply of diet immediately. In case hospital authorities have to bear more expenses than they were supposed to pay to the contractor for that period, the difference or more payment made will be deducted from the contractor's due payment or from security money deposit. Matter will also be referred to the State committee for further decision.

67. Earnest Money Deposit

The amount of Earnest Money Deposit shall be deposited by the tenderer with their tenders. Which may regulated in following manner.

Sr. No.	Type of institution	Earnest Money Deposit
1.	Upto 50 bedded institution	Rs.10,000/-
2.	From 51 to 100 beds	Rs 25000/-
3.	From 101 to 200 beds	Rs.50,000/-
4.	From 201 & above	Rs.1,00,000/-

Note: The minimum amount of earnest money will not be less than Rs. 10000/- in any case except as provided under sub rule (ii) of Rule 13

68. Performance Security :- Performance security deposit will be as mentioned below or 10% of the estimated contract value for a year (whichever is less)

Sr. No.	Amount of Estimate Value of Rate contract/Tender	Performance security
1	Rs. 2 lacs to 5 lacs	25000/-
2	Above Rs. 5 lacs to 10 lacs	50000/-
3	Above Rs. 10 lacs to 50 lacs	100000/-
4	Above Rs. 50 lacs to 1 crore	500000/-
5	Above Rs. 1 crore	10,00,000/-

ITEMS TO BE SUPPLIED IN COOKED DIET SERVICES IN THE HOSPITAL:

69. The contractor shall **prepare and supply in the hospital to the patients** from time to time during the period of cooked diet contract those items in breakfast/lunch/dinner etc. **on the rates duly approved in the tender for the period of contract.** The Items to be prepared and supplied to the patients are given in the “**List of Approved Items for Cooked Diet Contract in Annexure-3.**”

70. Menu of the lunch or Dinner should not be repeated and should be changed every day. The Lunch items should not be repeated in the Dinner and fresh items should be prepared & supplied in the dinner daily.

71. The Contractor will use only **branded raw materials for preparation of items/food stuffs.** A **good & standard quality of spices, oil/ghee, butter etc.** will be used for cooking & serving of the food and

eatables. The contractor must avoid use of heavy & inferior quality spices, oils, chemicals, colors etc. in preparation of the food stuffs in order to maintain the natural taste, nutrients and hygienic conditions of the prepared materials/items.

72. The **Cooked Diet checking & Monitoring Committee constituted** by concerned Hospital authorities or the individual members of the Committee or the Head of the Hospital Administration or any other authorized officer may periodically monitor quality of raw materials, food & vegetables, and other items prepared in the kitchen or elsewhere and served by the contractor. Any defect(s) pointed out by members of Committee or any other officer during their visits shall be properly attended to by the Contractor. The Committee or the visiting officers shall also inspect the Hygienic conditions **through CCTV**. The contractor will have to maintain the standards up to satisfaction of the Committee and concerned hospital Administration as per the prescribed norms/conditions.

The Chief Medical Officer/Sr. MS/MS/BMO/SMO I/C/ or the members of the Cooked Diet checking & Monitoring Committee of concerned hospital or the Head of the Hospital Administration or any other authorized officer will have the power to inspect the cooked or uncooked materials, foodstuffs, raw materials etc. at any time, and if found not worth eating or not of required good quality standards, the same shall be discarded and the same may also be sent to PFA/FSSAI accredited Laboratory etc. for testing and strict action may be taken against the contractor including imposition of penalty under the terms & conditions of the tender/contract and according to concerned act .

The Food Supplied:

- vii. All food materials should be fresh and of the specified size and quantity as given in the menu chart and diet schedule.
- viii. All raw food materials supplied by contractor should be thoroughly cleaned in hot clean water prior to cooking. All vegetables are to be washed prior to dicing. Although the use of spices should be the bare minimum, care should also be taken to ensure that the cooked food is palatable and easily digestible.
- ix. All condiments and cooking medium used should be procured in sealed and branded packets/ tins/ containers and conform to Agmark Grade 1.
- x. Pasteurized, homogenized, double toned milk/ Curd/ Lassi is to be procured in sealed pouches and supplied to the wards in pouches for distribution to patients. If specified by the competent authority, the milk is to be taken out from the pouches in the kitchen/ ward pantry and boiled prior to supply.
- xi. All food supplied should conform to all the provisions of **The Food Safety and Standards Act, 2006**, as amended from time to time. **Within one month of commencement of his service** at the health facility, the contractor shall apply for **license/Registration under The Food Safety and Standards Act, 2006** with the appropriate authority and submit a photocopy of the receipt-acknowledgment for such to the in-charge of health facility.

xii. The contractor shall provide for sufficient numbers of covered trolleys to deliver the cooked food to patients in wards in a hygienic manner, so that no contamination takes place during transit and the food served to patients is hot and palatable.

73. The person engaged in cooked Diet work will wear Apron, Mask and Cap during the working hours. Persons having communicable disease should not be permitted to carry out the activity on the said day.

ELECTRICITY AND WATER CHARGES

74. In the hospitals where the kitchen premises are available, the electricity and water charges for the kitchen of the hospital will be borne by the concerned hospital Administration. The contractor **will use the electricity for the lighting purpose only and use of electricity for cooking or heating purpose in the kitchen is strictly prohibited/ banned and in any case of misuse of electricity, the Hospital Administration will have liberty to impose any penalty** on the contractor as per the terms & conditions of the tender form. Similarly, the water will be used in a very economical manner for cooking and cleaning purpose only. If at any time it is found that the electricity or water is being misused by the contractor or his staff, then strict action will be taken by the hospital administration against the contractor including imposition of penalty as may deem fit which if not paid in time shall be deducted from the performance security deposit money of the contractor.

WORK MANAGEMENT:

75. If required, the Contractor shall engage adequate number of trained/semi-trained staff and Manager for preparation and supply of good cooked diet/kitchen services in hospital campus and for work during working hours & late hours or on Sundays or holidays according to the requirement of hospital. But in such a case he shall be fully responsible for their wages conduct, behavior Security, Safety employment benefits etc. as per Contract Labor Act or other relevant laws. The age of the staff provided by the contractor in the kitchen should be between **18 to 65 years**. If employed, all the workers appointed in kitchen will have to be medically examined by the contractor initially at the time of appointment and at the interval of every six months. The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases. Therefore, only medically fit personnel shall be allowed to work in the kitchen. **The antecedents of the staff employed in kitchen shall have to be got verified by the contractor immediately from the Police Department.** Every staff so appointed by the contractor shall wear the Uniform according to seasons i.e. summer uniform in summer and winter uniform in winter season and a badge bearing his name and designation, while on duty. The said uniform and badge or name plate shall be provided by the contractor at his own cost. The uniform and shoes worn by the staff should always be neat and clean and well maintained. The Contractor shall ensure proper discipline among his/her workers, if any appointed and shall further ensure that they do not indulge in any unlawful activity. **The workers, if any, must refrain from smoking in the hospital premises.** All staff workers should have courteous and helpful nature while

giving services in the kitchen to the officers, attendants and patients. They should take proper care of their instruments, and promote safety by reporting any dangerous situations observed by them if any from time to time. If any personnel engaged by the contractor is found indulged or indulging in illegal and intolerable activities, he/ she shall be handed over to the police by lodging an FIR in the matter immediately and any other administrative action as deem fit shall also be taken including action against the contractor including termination of the contract with immediate effect. The Contractor shall ensure that either he/she himself/ herself or his/ her representative is available for proper administration and supervision of the cooked diet services at all times so that the works are to the entire satisfaction of the Institute. The workers, if any are employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with the concerned hospital Administration and the Health Department of HP shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against the concerned Hospital Administration for employment or regularization of their services by virtue of being employed by the Contractor, against any temporary or permanent posts. The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to Institute's moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor. The concerned Hospital Administration or any authority associated to it, will not be responsible for any injury or loss of life of personnel, if any, employed by the contractor, which may take place in course of their employment. If it is found that the conduct or efficiency of any person or staff member employed by the Contractor is not satisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of the intimation given by the Hospital Administration. The Hospital Administration shall have the right to ask the contractor for the removal of any worker or staff member of the contractor whose services are not found satisfactory or who is not found to be competent in the discharge of his duty. The decision of the concerned Hospital Administration in this regard will be binding on the Contractor.

76. **If any workers are appointed in the kitchen by the contractor**, then the Contractor shall him/herself be responsible for timely payment of wages to his/her workers. It shall be the responsibility of the contractor to pay minimum wages revised from time to time by the Govt. of Himachal Pradesh as per minimum Wages Act to the labourers, workers or servants employed by him in the kitchen and to fulfill all other statutory obligations, such as, Employees Provident Fund, ESI, Leave etc. in force from time to time. The Contractor shall also abide by and comply with all the relevant laws and statutory Requirements covered under Contract Labour (regulation & abolition) Act 1970, EPF & MP Act 1952 and any other law if applicable in regard to the labour engaged by him for works. The contractor shall be himself/herself responsible for his /her registration under the Contract Labor Act, EPF Act, etc. if required under the provisions of any Act/law of Govt. In the case of strike or agitation by any or all of his workers or staff members, the contractor shall be responsible to make alternate arrangement for providing cooked diet services. The contractor or his authorized representative shall always work under overall supervision and direction of the concerned Hospital Administration.

77. **Employment of child labour is strictly prohibited** under the laws. Therefore, the Contractor will not employ any child for cooked diet preparation & services in the kitchen/hospital or elsewhere.
78. **All the terms and conditions mentioned in the tender form shall be considered as a part of the contract agreement** to be executed by the contractor for cooked diet with the tender accepting authority.
79. The contractor shall not use the name of the concerned hospital in the business dealings with other persons or traders with whom he may have business relations for procuring various articles for the kitchen.
80. The Department of Health, HP or the concerned Hospital Administration shall not be responsible for the liabilities of contractor if any whatsoever incurred by the contractor for running and maintaining of the kitchen or cooked diet services.
81. **The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time** with regard to the environment around cooking place and surrounding etc.
82. **In the event of violation of any contractual or statutory obligations by the Contractor**, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the hospital by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good and compensate such claims or damages to the Institute. As a result of the acts of the Contractor, if the hospital is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the concerned Hospital Administration otherwise the concerned Hospital Administration reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Performance Security Deposit of the Contractor lying with the tender accepting authority. **The Contractor shall not appoint any sub-contractor to carry out his duties/obligations** under the contract.
83. Any dues against the customers will be at the risk of the contractor and the Government/ Hospital authorities will not be responsible in any case.
84. The contractor will have to present himself before the Hospital authorities as and when required for instructions & guidelines etc.

PENALTY :

85. A **penalty of Rs.200 to Rs.5000/-** depending upon case to case basis, on each occasion, may be imposed on the contractor by the concerned hospital Administration or by the Chief Medical Officer/Sr. MS/MS/BMO/SMO I/C, HP for non-supply of cooked diet in the concerned Hospital on any day during the period of contract or for supply of cooked diet or any other related eatables / item(s) in inferior (low) quality or for any breach of other terms & conditions of this tender or agreement of contract, which if not paid by the contractor well in time may be deducted from the performance security deposit amount of the contractor or from running bills for the months. Similarly, storing, supply, sale and consumption of drugs, alcoholic drinks, cigarettes & other Tobacco products or any other items of intoxication are strictly

prohibited inside or outside the kitchen premises or hospital campus. On any breach of such restrictions by the Contractor or his staff will attract deterrent action against the Contractor as per statutory norms/prevalent Laws.

PAYMENT OF BILLS:

86. The Contractor shall be paid from time to time on the monthly bills **duly signed by the contractor and checked & verified by the authorized Medical Officer**/Head of the concerned hospital, such amount on the basis of the rates approved under this tender and contract agreement. The bills submitted by the Contractor must be accompanied with a detailed Statement of the cooked diet consumables during the month which should also be duly supported by the daily demand order(s) slips duly signed by the In-charge concerned and verified by the concerned Medical Officer of the concerned Hospital Administration. Further the **payment of the bills of the Contractor is subject to the receipt of the budget** for the same from the Government of Himachal Pradesh and **in any case of delay in the payment on the bills**, the contractor shall not in any way be entitled for any interest or compensation on the delayed payment(s). **The contractor will have to make payment through cheques/NEFT/RTGS to the workers.**

Hospital Authorities will not withhold any payment for more than one month without any justified & valid reason subject to availability of the budget.

EXPIRY OR TERMINATION OF THE CONTRACT

87. The Chief Medical Officer/Sr.MS/MS/BMO/SMO I/C, on the report/ recommendation of a Committee duly constituted for the purpose or the Administration of the concerned Hospital, reserves the right to terminate the contract at any time without assigning any reason thereof and without giving any further notice to the contractor.

88. The contractor will vacate the kitchen and hand over the possession of the premises on the termination or expiry of this contract. If the contract is terminated due to any reason under the orders of the Department, **as per HP Govt. conditions** then contractor will have to vacate the kitchen premises within 24 hours after receiving the notice thereof. If contractor fails to vacate the kitchen premises on stipulated date & time as per the given direction then damage charges for the over stay at the rate of Rs.500/- per day will be recovered from the performance security deposit money. If security deposit is insufficient to recover damage charges then the same will be recovered through the court of law.

89. If the Contract is terminated by the Contractor at its own discretion or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Contractor with the tender accepting authority/ concerned hospital Administration, the Security Deposit will be forfeited without prejudice to the Department's or Hospital Management's right to proceed further against the contractor for any additional damages that the Institute suffers as a result of breach of the aforesaid terms and conditions.

90. On expiry or termination of the contract, the Contractor will hand over all the utensils/ equipments /articles etc. supplied by the hospital, in good working condition, back to the hospital. **If the service provider wants to discontinue the service he will have to give at least three month notice in advance and he will not discontinue the services abruptly. If required, even after the expiry of contract period the service provider will have to continue services till finalization of new tender at the same terms and conditions.**
91. **The Tender inviting authority reserves the right to accept or reject the tenders or cancel the tender without assigning any reason.**

JURISDICTION

92. Dispute, if any, arising out of the cooked diet contract, shall be settled on priority basis by mutual discussion in the office of the Chief Medical Officer/Sr.MS/MS/BMO/ SMOIC HP and outcome of the same will be binding on both the parties to contract and in appeal the dispute shall be decided by DHS within time bond manner. He shall further issue any dispute direction in this subject matter. **The Hon'ble Courts at Himachal Pradesh shall only have the jurisdiction over the same.**

Enclosures: ANNEXURE-1 TO 6

Chief Medical Officer/Sr. MS/MS/BMOSMO I/C,

“I hereby certify that I have read carefully all the terms & conditions of the Tender document and agree to comply with all of them in case of acceptance & approval of my/our tender for cooked diet”

(Signature of tenderer with Address or seal/stamp)

TENDER FOR SUPPLY OF COOKED DIET TO PUBLIC HOSPITALS OF HIMACHAL PRADESH.

(Please give full information in writing wherever necessary or applicable in the columns and also mention page number of the enclosures where applicable)

1. Closing Date & Time of tender _____
2. Opening date & Time of tender _____
3. **Name of Hospital for which tender given:** _____
4. **Name & Address of tenderer/ Firm** _____
/ Agency and Telephone no.
5. Name, Designation, Address and _____
Telephone No. of **Authorized person** _____
of Firm/Agency to deal with the tender _____
(if any & Applicable)
- b) Whether attested copy of the **valid**
authorization letter attached or not **YES/ NO/Not Applicable**
6. **Permanent Account Number**
issued by Income Tax Department _____
7. **License No. Issued** under _____
the Food Adulteration Act.
&**Validity Period** and FSSAI 2006
8. **Cost of Tender Document Rs. 500**
 - a. Amount: Rs. _____
 - b. Draft No: _____
 - c. Date of issue: _____
 - d. Name of the issuing Bank: _____

Affix duly self
Attested
Passport size
Recent
photograph of
The

10. Details of earnest money deposited

- a. Amount: Rs. _____ Rs. _____ (in words)

- b. FDR No: _____

- c. Date of issue: _____

- d. Name of the issuing authority: _____

- e. Validity period, if any. _____

12. Other information, if any

13. Declaration by the contractor:-

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

Dated: (Signature of Tenderer)

Name:

Designation:

Address:

Phone No. (O):

Phone No. (Mobile)

Enclosures attached with the Tender Form:-

Sr. No.	Enclosure Detail	Page No.

(Signature of Tenderer)

(Annexure-2)

FORMAT FOR PROVIDING UNDERTAKING

(To be submitted on judicial stamp paper of Rs. 20/-should be attested by Notary Public of the area)

To

The CMO/Sr.Ms/MS/BMO/SMOIC of concerned hospital

Health & Family Welfare ,

I, the undersigned, hereby certify that I have gone through all the terms and conditions mentioned in the tender form document for supply of cooked diet and I undertake to comply with them.

I, the undersigned, hereby solemnly declare and undertake as under:

12. That the Price Bid amount quoted by me in the Tender is valid and binding upon me for the entire period of the contract.
13. That I bind myself to the Chief Medical Officer, SMOIC/MS/Sr.MS HP and the concerned Hospital Administration for providing the cooked diet & services at _____ **Hospital, Distt.**

_____ for the entire period of the contract.

14. That the Performance security money deposited by me shall remain in the custody of **the** CMO/Sr. MS/MS/BMO/SMO IC, HP till the expiry of the contract.
15. That the conditions herein contained and contained in the tender form shall form part of and shall be taken as included in the contract agreement itself.
16. That I will be wholly responsible for providing cooked diet services at

_____ **Hospital,** _____ **Distt.** _____ **HP** as per the terms & conditions mentioned in the tender form.

17. That in case any workers are employed by me in the kitchen or elsewhere for preparation & providing of cooked diet, I shall be responsible to provide all benefits as applicable under the rules and Laws such as Minimum wages to the workers, E.P.F. Bonus, ESI, and Leave etc. to the eligible employees employed by me.

18. That **I shall abide by the provisions of Minimum Wages act 1948** and Contract Labour Act 1970 and other Labour laws applicable from time to time, in case any workers are appointed by me for the cooked diet preparation & providing services.
19. That damage to the hospital property if any, due to lapse on my part or on the part of my staff may be recovered from me or my performance security deposit.
20. That lapse if any occur on my part or on the part of my staff while discharging the cooked diet services, the Chief Medical Officer, SMOIC/MS/Sr.MS, HP may cancel my contract and award the work to another agency and the loss or the cost difference **may** be recovered from me and can forfeit the performance security deposit money also. Complete detailed of duly verified of performance security.+
21. That the decision of the concerned hospital Administration and **the Chief Medical Officer, HP** will be binding upon me in any matter.
22. **I will never try to terminate the contract without three month prior notice.**

(Signature of the Tenderer with Stamp)

Annexure -3)

LIST OF COOKED DIET ITEMS / FOOD PRODUCTS ETC. TO BE PREPARED AND SUPPLIED BY THE CONTRACTOR TO THE PATIENTS IN THE CONCERNED PUBLIC HOSPITAL(S) ON THE RATES APPROVED IN THE TENDER/LETTER OF AWARD OF CONTRACT:

Sl. No.	Particular	Name of Item (Food Product)	Quantity
1	Full Diet	Chapati Rice with Dal and Sabji	4 Chapaties 100gms or 200gm rice in place of Chapaties, 75 gm dal & 250 gm seasonal vegetable (Sabji)
2	Full Diet	Khichari with Dahi	200gm Khichari and 150 gm Curd (Dahi)
3	Full Diet	With Matar Paneer	Matar paneer instead of seasonal vegetable as in No.1, on the day of Non Veg. Diet
4	Full Diet	Non Vegetable	Mutton 150gm or chicken 200gm with 200gm rice or 4 Chapaties
5	Breakfast	Veg/Non-Veg	4 Bread slice with butter 25 gm, boiled Milk with sugar per glass 250 gram milk & boiled egg Optional.
6	Evening tea	Veg	200 ml and biscuit 25 gm
7	Boiled Egg (Hen)	Non-Veg	One

Note:-

6. Item No. (4) Non Veg diet will be served in all the hospitals and it will be served only once in a week.
7. Khichari with Dahi will be served only on the basis of time to time demand of the concerned hospital.
8. The rates of the items as mentioned above will be approved in the tender for one financial year or for extended period and the contractor will have to supply all the items on the rates approved during the entire period of contract.
9. Menu of the lunch or Dinner should not be repeated and should be changed every day. The Lunch items should not be repeated in the Dinner and fresh items should be prepared for the dinner daily. Weekly/Monthly menu should be displayed.
10. **Number of boiled eggs will be included in the bill as per actual & not on the basis of number of breakfasts.**

Chief Medical Officer

CMO/Sr. MS/MS/BMO/SMO I/C

Signature of the Tenderer

(Annexure -4)

TENDER FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITAL(S) OF HP (FORM OF CONTRACT

AGREEMENT to be signed on a non-judicial stamp paper of Rs.50)

This contract agreement is made on the _____ day _____ 2018 between the Chief

Medical Officer/Sr.MS/MS/BMO/SMOI/C, hereinafter called 'the **Employer on the one part** and _____ **(Name & Address of contractor)** hereinafter called "the Contractor" on the other part, under which the contractor shall prepare & supply the cooked diet & serving services to the patients in _____ **Hospital, , HP** as per the terms and conditions of the tender and this contract agreement during the entire period of contract from **w.e.f.to**

NOW THIS AGREEMENT WITNESSETH as follows:-

- 3. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & conditions of contract hereinafter referred to.**
- 4. The following documents shall be deemed to be read thoroughly and form a part of this Agreement, viz :**
 - (a) Letter of acceptance for award of contract**
 - (b) Terms and Conditions of the Tender Form for supply of cooked diet.**
 - (c) Notice inviting Tender**
 - (d) Price Bid of Tender.**
 - (e) Addendums, if any**
 - (f) Any other documents forming part of the contract.**
- 1) The contractor hereby agrees to supply the cooked diet and other related approved items to the patients in the _____ Hospital, Distt.....HP during the period of contract without any condition.**
- 5) The contractor hereby also agrees to pay the employer/Government in consideration of the damage or loss or penalty of any kind, the amount as per the terms & conditions of the tender form or as per the decision of the concerned Hospital Administration.**
- 6) The Employer hereby agrees to hand over the premises of kitchen of concerned hospital to the contractor (only if exists as per tender form) for the period of contract for providing the cooked diet & services as per the terms & conditions of the tender form.**
- 7) The employer hereby also agrees to pay to the contractor in consideration of the supply of cooked diet & services to the patients in the concerned hospital on the bills of the contractor on the rates approved by the Department/Government under the contract agreement and the letter of acceptance and award of contract**

For and on behalf of the Employer Signature of the authorized official Name of the officer
 Chief Medical Officer/Sr. MS/MS/BMO/SMO I/C
 Stamp/ Seal of the Employer

SIGNED, SEAL AND DELIVERED	
By the said <div style="text-align: right; margin-bottom: 10px;">_____ Name</div> on behalf of the Contractor in the presence of the Witnesses	By the said <div style="text-align: right; margin-bottom: 10px;">_____ Name</div> on behalf of the Employer in the presence of the Witnesses

1. SIGNATURE:

NAME:

DATE

DESIGNATION:

TELEPHONE NO:

2. SIGNATURE:

NAME:

DATE:

DESIGNATION:

TELEPHONE NO:

1. SIGNATURE:

NAME:

DATE:

DESIGNATION:

TELEPHONE NO:

2. SIGNATURE:

NAME

DATE:

DESIGNATION:

TELEPHONE NO:

Note:

- + To be made out by the employer at the time of finalization of the form of agreement. ++ Name of the hospital to be filled for which the tender has been accepted.

** Blanks to be filled by the employer at the time of finalization of the form of agreement.

Signature of the Tenderer

(Annexure-5)

CHECK LIST OF THE DOCUMENTS TO BE ATTACHED WITH
PRE-QUALIFICATION BID OF TENDER FOR COOKED DIET

Note: 1) Please check whether the copies of the following documents have been attached with the tender or not.

- 3) All the Pre-Qualification Bid documents (along with Annexure 1 to 5) must be submitted separately in sealed Envelop-I super-scribed as “Pre-Qualification Bid for supply of cooked diet in respect of (Name of Hospital)”**

Sr. No.	Particulars	YES	NO
1	Tender Form with (Annexure-1 to 7) duly filled in, where applicable, with Signatures of the bidder or his/her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document.		
2	One passport size self attested photograph pasted on the Form) showing name of the tenderer on the photograph in legible ink .		
3	Earnest Money Deposit as mentioned in the tender form in the of FDR/Demand Draft/Banker’s Cheque /Bank Guarantee from any of the Nationalized or Commercial Bank issued or pledged in favor of the undersigned i.e. Chief Medical officer/Sr. MS/SMO IC, HP valid for 6 months and payable at _____, HP.		
4	An undertaking as per Annexure-2 to be submitted duly signed by the tenderer on a judicial stamp paper of Rs. 20/-and attested by the Notary Public of the area.	???	
5	An affidavit on a judicial stamp paper of Rs.20 given by the tenderer duly attested by the Notary Public of the area on the lines given in the tender form.	???	
6	An Attested Copy of PAN (Permanent Account Number) GST (Goods and Service Tax) Issued by the Income Tax Department. In case of partnership firm the PAN should be in the name of firm only.		
7	An attested copy of valid License under the Prevention of Food Adulteration Act		

TENDER FORM FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITALS OF HIMACHAL PRADESH.

Sr. No.	Particulars	YES	NO
	1954 as applicable in the State of HP/FSSA 2006		
8.	An Attested copy of the valid authorization letter given by the owner of the firm/agency in favor of the authorized signatory, only if required & applicable		
9.	Attested copy of Power of attorney in case of a partnership firm., only if applicable		
10.	Copy of GST Registration certificate		
11	Proforma of Past experience (Annexure 7) with necessary notarized supporting documents		

Signature of Tenderer:

Name & Address

With rubber stamp

**PRICE BID FOR SUPPLY OF COOKED DIET IN PUBLIC HOSPITAL (S)
OF HP**

NOTE:-

- vi. Please quote the amount of Price Bid individually for each item of cooked diet strictly in the Table given below, otherwise the price bid shall be rejected straightway.
- vii. The amount of Price Bid must be quoted both in figures and words without any cutting, erasing, overwriting or fluid-pasting.
- viii. The Tender Opening-cum-Evaluation Committee reserves the right to accept or reject the amount of Price Bid of any or all the tenders without assigning any reason. V. Price Bid must be put separately in sealed Envelop-II- super-scribed as: "Price Bid for supply of cooked diet in respect of (Name of Hospital)"
- ix. Before submitting tender application and quoting the amount of Price Bid, the tenderers are advised to visit the concerned hospital premises to see the kitchen area, if any available & hospital premises to assess the scope of business & services to be provided in the hospital. No increase in the amount of Price Bid shall be allowed in any condition after the approval of the tender/rates.
- x. **As approved by the tender opening-cum-evaluation committee, the following Uniform Formula will be adopted to calculate the weekly Price Bid points for each item of Cooked Diet in order to ensure proper & justified weight age of the price bid of all the items of cooked diet in transparent democratic & justified manner. Total Weekly Price Bid will be calculated for all items in the below mentioned table as per the price bid of each diet multiplied by weekly service points . L1 will be the bidders who will be having the lowest of weekly price bid for all the items. The tender of cooked diet will be awarded to the tenderer/firm having the Lowest total of Weekly price Bid subject to further negotiation in the rates, if any, required as per the opinion of the committee:-**
- xi. Weekly Price Bid points for each item of cooked Diet=price bid rate quoted for each item by the tenderer firm multiplied by weekly Service points.
- xii. Weekly Service points=No of times/sessions each item of cooked diet required to be served to patients in one day(x) No. of days each item is required to be served during one week(as per chart given below by taking maximum of 14 diets in a week):

Sr. No .	Name of item (Cooked Diet Product)	Quantity	No. of Times/ sessions each item of cooked diet required to be served to patients in one day	No. of days each item is required to be served during one week in hospital	Details	Weekly service points	Price Bid rate quoted by tenderer/ firm per service point (exclusive of GST)	Weekly price bid
1.	Chapati, Rice with Dal and sabji	Full diet (Item No.1.)	Two times	6.5 days	1X13	13		

[Type the document title]

2.	Full Diet khichari with dahi	Full Diet (Item No. 2)	½ time (taken as two half time for week) two times	1 day (this item will be served as per demand)	2X1/2	1		
3.	Full Diet with matar paneer	Full Diet Item No.3	½ time	1 day	1/2X1	0.5		
4.	Non Veg	Full Diet Item No. 4	½ time	1 day	½ X1	0.5		
5.	Break fast	Item No. 5	One time	7 Days	1X7	07		
6.	Evening Tea	Item No. 6	One Time	7 days	1X7	07		
7.	Boiled Egg(Hen)	One (Item No. 7)	One time	7 days	1X7	07		

[Type the document title]

Annexure – 7

PROFORMA FOR PAST EXPERIENCE

Order placed by (full address of Purchaser)	Order No. and date	Description of catering services	Value of order (Rs.)	Period of Contract	Remarks on Satisfactory Performance (attach documentary evidence)**

Note : The documentary evidence will be a certificate from purchaser or bill paid or TDS certificate issued by the purchaser/end user with cross-reference of order no. and date, with a notarized certification authenticating the correctness of the information furnished.

Validate Print Help

Item Rate BoQ

Tender Inviting Authority:

Name of Work:

Contract No:

Name of the Bidder/ Bidding Firm / Company :	
--	--

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity (Weekly Service Points)	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P (Price Bid rate quoted by tenderer/ firm per service point)	TOTAL AMOUNT Without Taxes in Rs. P (Weekly price bid)	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	(Cooked Diet Product)				0.00	INR Zero Only
1.01	Chapati, Rice with Dal and sabji	13.000	Nos		0.00	INR Zero Only
1.02	Full Diet khichari with dahi	1.000	Nos		0.00	INR Zero Only
1.03	Full Diet with matar paneer	0.500	Nos		0.00	INR Zero Only
1.04	Non Veg	0.500	Nos		0.00	INR Zero Only
1.05	Break fast	7.000	Nos		0.00	INR Zero Only
1.06	Evening Tea	7.000	Nos		0.00	INR Zero Only
1.07	Boiled Egg(Hen)	7.000	Nos		0.00	INR Zero Only
Total in Figures						
Quoted Rate in Words					INR Zero Only	

[Type the document title]
