

Request for Proposal

For Supply of Diet (Dry & Cooked) to DHH, Puri



RFP Reference No. 9530 Diet / 2019 Dated: 13.12.2019

OFFICE OF THE CDM & PHO, PURI
DEPARTMENT OF HEALTH AND FAMILY WELFARE
GOVERNMENT OF ODISHA

SECTION – 1: NOTICE INVITING PROPOSAL

Proposals are invited from eligible Bidders (Firm/ Agency) interested to Supply of Diet (Dry & Cooked) to **DHH, Puri** on outsourcing basis vide a service contract with specific terms and conditions. The contract shall be initially for a period of one years, which may be renewed for another two years with the mutual consent of both the parties subject to evaluation of performances .

Interested Bidders can obtain the RFP document containing detailed terms and conditions, scope and eligibility criteria by downloading the same from the district website www.Puri.nic.in. The cost of the RFP document Rs. 2,100/- shall be submitted along with the proposal (technical) in the form of DD in favor of **DMO(MS)-CUM-SUPERINTENDENT, DHH, Puri, payable at Puri**.

The proposals (both technical and financial) by eligible Bidders shall reach the Office of the under signed within due date and time (i.e. **04.01.2020 till 5 PM**) in the prescribed format and manner. Proposals received after due date and time shall be rejected. There is no system of receipt of proposal through drop box or by hand. Proposals shall be received only through registered post/ speed post or courier service.

Key Information:

S. No.	Particulars	Information
1	Start Date of availability of RFP document in the official website of Puri district	14.12.2019
2	Pre bid discussion	24.12.2019 at 11.30 AM
3	Closing Date of availability of RFP document in the official website & Last date and time for receipt of proposal	04.01.2020 (till 5 P.M)
4	Cost of RFP Document (Non refundable)	Rs. 2,100.00
5	Opening of Technical Bid	06.01.2020 at 11 AM
6	EMD in form of demand draft receipt in favor of DMO(MS)-CUM-SUPERINTENDENT,DHH,PURI	Rs.50,000.00
7	Address for submission of RFP	CDM & PHO, DHH, Puri Pin No:752001
8	Address for opening of RFP	O/ o- CDM & PHO,Puri

Note: In case the closing date / last date for receipt of proposal happens to be a holiday for any reason, the activity will be held on the immediate next working day at the same time & place and as a consequence any change/s in the date/s of the subsequent activities will be informed through suitable media to all concerned.

The Authority reserves the right to reject any or all tenders without assigning any reason thereof.

CDM&PHO cum DMD
Puri

SECTION -2: INSTRUCTION TO THE BIDDERS

Scope of Proposal

- (a) Interested bidders fulfilling the eligibility criteria may submit their bid along with all documents.
- (b) Detailed descriptions of the requirements relating to “**Supply of Diet (Dry & Cooked) at DHH, Puri**” are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- (c) The selection of the Agency shall be on the basis of an evaluation by the tender committee through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the decision of CDM & PHO is without any right of appeal whatsoever.
- (d) The bidder shall submit its Proposal in the form and manner specified in this RFP. **The Financial Proposal shall be submitted in the format specified in F1 & F2.** Upon selection, the agency shall be required to enter into an Agreement with the DMO (MS) cum Superintendent, DHH.

Eligibility Criteria

The bidder should fulfill the following Eligibility Criteria:

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|-------|--|
| I. | The bidder should have a registered / operating office with staff strength not less than 10 members. |
| II. | Should have an average Annual Turnover of Rs. 1 crore or more during the last three financial years (2016-17, 2017-18 & 2018-19) |
| III. | Should have minimum 3 years of working experience in diet preparation and supply / services in public or private health institutions |
| IV. | The Bidder must not have been blacklisted either by the tender inviting authority or by any State Govt. or Govt. of India organization. The agency shall submit undertaking regarding the same on Non Judicial Stamp paper of Rs. 20/- as per Format T6 . |
| V. | Must be registered under EPF |
| VI. | Must be registered under ESI |
| VII. | Must have a PAN |
| VIII. | Must have GST registration number. |
| IX. | Must have valid food licence |
| X. | Must have Labour Licence. |
| XI. | Solvency certificate minimum for an amount of Rs.50,00,000/- in the name of the agency as a proof that the agency can execute the work by itself in case there is any interruption in funds flow through treasury. |

Proposal Submission

The proposal shall be submitted in two parts:

(1) Part A - Bid Security & Technical Proposal as per format set out in RFP.

(2) Part B - Financial Proposal as per the format set out in RFP.

- (i) The Proposal shall be typed or written legibly in indelible ink and shall be signed the authorized representative of the bidder.
- (ii) Power of Attorney for signing of bid: The bidder should submit a Power of Attorney as per the **Form T5**, authorizing the signatory of the bid to commit the bidder.
- iii) Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Proposal have put his/their initial prior to submission of the same.

Bid Document Cost

The bidders shall have to furnish a bid document cost of **Rs.2, 100 / -** (non-refundable) in the shape of a **Banker's cheques / Demand Draft** in favor of **DMO(MS)-CUM-SUPERINTENDENT, DHH, Puri** payable at Puri. In the absence of the bid document cost, the technical proposal of the bidder shall be rejected. **The bid document cost should be put in the Technical Proposal (Cover A) envelop.**

Earnest Money Deposit(EMD)

The bidder along with the technical proposal shall have to furnish Earnest Money Deposit (EMD) amounting to **Rs. 50,000/-** (refundable) in the shape of Banker's cheques / Demand Draft in favour of **DMO(MS)-CUM-SUPERINTENDENT, DHH, Puri** payable at Puri.

In the absence of the EMD, technical proposal of the bidder shall be rejected. However, as per the Finance Department, Govt. of Odisha office memorandum no. 21926 dated 12.8.2015, the **local** MSEs registered with respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC and NSIC are exempted from submission of EMD while participating in tenders of Govt. Departments and Agencies under its control. It is further clarified that the above exemption is applicable to **local MSEs registered in Odisha only**. This exemption to the local MSEs shall be applicable if the **kind of service** as required under this tender enquiry is clearly specified against the details of the service to be provided in their DIC / NSIC registration certificate (to be furnished in the technical bid).

The EMD shall be returned to unsuccessful bidders within a period of 4 weeks from the date of announcement of the successful bidder.

The EMD shall be forfeited if the bidder withdraws its proposal during the interval between the proposal due date and expiration of the proposal validity period or on in case of successful bidder, if does not execute the agreement.

Packing, Sealing and Marking of Proposal

- (a) The Technical Proposal (Cover A) and Financial Proposal (Cover B) must be inserted in separate sealed envelopes, along with applicant's name and address in the left hand corner of the envelope and super scribed in the following manner.
- **Cover-A** - Technical Proposal for “**Supply of Diet (Dry & Cooked) at DHH, Puri**”.
 - **Cover-B** - Financial Proposal for “**Supply of Diet (Dry & Cooked) at DHH, Puri**”.
- (b) The two envelopes, i.e. envelope for Part -A, Part-B must be packed in a separate sealed outer cover and clearly **super scribed** with the following:
- Proposal for “**Supply of Diet (Dry & Cooked) at DHH, Puri**”.
 - The bidder's Name & address shall be mentioned in the left hand corner of the outer envelope.
- (c) The inner and outer envelopes shall be **addressed** to the **Chief District Medical & Public Health Officer, Puri**.
If the outer envelope is not sealed and marked as mentioned above, then the O/o the CDM & PHO will assume no responsibility for the tender's misplacement or premature opening.

(d) Content of the Proposal

I. Cover A (Technical Proposal)

The bidders are requested to submit a detailed technical proposal with respect to the outsourcing of Biomedical Waste Management services at health institutions during the proposed contract period in conformity with the Terms of Reference forming part of this RFP.

1. EMD of **Rs.50,000/-** (Rupees fifty Thousand) in the shape of a Demand Draft in favor of **DMO(MS)-CUM-SUPERINTENDENT, DHH, Puri** payable at Puri
2. Bid document cost of Rs.2 ,100/- (Rupees Two Thousand and one hundred) in the shape of a Demand Draft in favor of **DMO(MS)-CUM-SUPERINTENDENT, DHH, Puri** payable at Puri
3. Form T1
4. Form T2
5. Photocopy of the Registration Certificate of the Agency
6. Photocopy of PAN
7. Photocopy of GST, EPF, ESI, Food Licence & Labour Registration certificate
8. Form T3 (Turnover Certificate from the Chartered Accountant)
9. Photocopy of the audited Profit & Loss Statement, Balance sheet, copy of IT return in the last three financial years in support of the turnover certificate [2016-17, 2017-18 & 2018-19].
10. Form T4 - Experience Details in in the field of Supply of Diet (Dry & Cooked) in Public / Private Hospital] on the stipulated date of bid submission
11. Photocopies of work orders / contracts executed in support of the information furnished in Form T4

12. Form T5 - Power of Attorney authorizing the signatory for signing the proposal on behalf of the proposer/Bidder
13. Form T6 - Affidavit certifying that the Entity/ Promoter(s)/ Directors/ Partner(s) of Entity are not blacklisted.
14. Form T7 - Letter of Declaration (Anti Collusion Certificate) mentioning that the bidder will not collude with the other bidders.
15. Any other details, the bidder like to include in the proposal.

II. Cover B (Financial Proposal)

1. The bidder must submit the Financial Proposal using Form specified in Form F1 & F2 with proper signature and seal of the bidder.
2. In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be taken into consideration.
3. The same person signing the RFP shall sign the financial part also.

Validity of Proposals

The Proposal shall remain valid for 120 days after the date of bid opening. Any Proposal, which is valid for a shorter period, shall be rejected as non -responsive.

Cost of Proposal

The bidder shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. CDM & PHO will neither be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly as per the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

Proposal Due Date

RFP filled in all respect must reach O/o the CDM & PHO through Speed Post/ Regd. Post / Courier. If the specified date for the submission of RFPs is declared as a holiday, the RFPs will be received up to the stipulated time on the next working day.

RFP Opening

- (a) The proposals will be opened in the presence of bidders or their authorized representatives who choose to attend, at the location, date and time mentioned in section 1 of this RFP.
- (b) The bidder/ their authorized representatives who will be present shall sign a attendance sheet evidencing their attendance.
- (c) In the event of the specified RFP opening date being declared a holiday, the RFPs shall be opened at the stipulated time and location on the next working day.

SECTION -3: TERMS OF REFERENCE (TOR)

The scope of work will broadly include setting up and maintaining a kitchen and providing food to the in-patients, as directed by the facility In -Charge. Detailed scope of work is given below.

1. The Agency shall set up, operate and maintain a hygienic kitchen in the area provided by the Authority in the hospital premises.
2. The Agency shall provide 3 meals (breakfast, lunch and dinner) to all the indoor patients according to the diet -chart attached in **Schedule–A**, or any special meals as instructed by the Hospital authority.
3. The agency would operate from the campus and required basic infrastructure would be provided by the concerned health institution to facilitate the smooth operation of the agency.
4. The agency would recruit required number of staff for cooking and serving so that diet can be supplied to the in -door patients in time
5. The agency would take up free health check -up of the cooking and serving staff from time to time, at least once in three months.
6. The maintenance of kitchen and equipments would be the responsibility of the agency and the agency should ensure that proper care is taken in this regard.
7. The agency would prepare and supply diet adhering to the quality norms specified by the health institution. The agency should also prepare different types of diet as per the indent placed by the health institution keeping in mind the diet requirement of different category of patients.
8. The agency would be responsible for procurement of different items required for preparing diet and storing it properly. The health institution would not be responsible for any loss of procured items.
9. Perishable items would be supplied / procured on daily basis and for that supplier /suppliers would be identified jointly by the designated person of the health institution and the outsourced agency.
10. The Health Institution would have the right to monitor the quality of items purchased and used in the diet preparation process.
11. The agency would manage kitchen waste in a scientific manner with due consultation with the concerned hospital administration.
12. At any point of time i.e. during procurement of raw materials, processing, preparation of diet, serving the diet to the patients and cleaning the utensils / instruments, the dietician and/ or any person from the health institution can visit and interact with concerned agency. The agency should not have any restriction to this rather the agency would facilitate such process to improve the service quality.
13. The agency would prepare and update the accounts details and maintain other related documents that are required for reimbursement of the expenses on monthly basis. In case of incomplete documents, the Hospital Administration would not reimburse the incurred cost. The documents to be prepared should be supplied by the health institution before hand and maintained by the agency on daily basis. The financial and non -financial documents would be subject to audit.
14. The agency would be responsible to make alternative arrangements in cases of situations such as staff strike, local strike [*Bandh/ Hartal*] etc. ensuring that the patients get diet in the appropriate time.

15. The agency would be abided by different Government notification, circulars, written instructions etc. published from time to time with regard to the subject.
16. In case of requirement, the hospital administration would provide required clarity to the agency on the related notification, circular etc.
17. For any grievance, the agency would approach to the designated person of the concerned health institution and appraise them in written about the problem. It is the responsibility of the health institution to comply with the grievance and solve it within a maximum of one month time and decision should be communicated to the agency in the written form.
18. Any dispute arising in the process of managing the diet preparation and supply, both the party i.e. the outsourced agency and the hospital administration should discuss and take appropriate decision that is mutually agreeable.
19. The hospital administration reserves the right to cancel or renew the contract of the outsourced agency with prior notification of 7 days without assigning any reason thereof. The same condition is also applicable for the outsourced agency in case the agency wants to quit its service.
20. The Agency shall be responsible for cleaning and hygienic upkeep of kitchen and / all utensils/ equipment and material used for the purpose of providing dietary services at the facility.
21. The Agency shall be responsible for prevention and control of pests, rodents, lizard and cobwebs in the kitchen area.
22. The Agency is to ensure the safe custody of all consumables.
23. The Agency will display the menu of meals for patients in ward area. The cost of such display is to be borne by the agency.
24. Apart from provision of space for kitchen, all responsibilities in service delivery will stay with the Agency.
25. Agency would be responsible for ensuring adequate supply of all consumables.
26. Agency will ensure consumables/ ration/ vegetables are always fresh/ well within the expiry date:
 - Use only grade A eggs and pasteurized milk products.
 - Do not buy/use cans that are dents and packages for leaks and tears.
 - Check produce for signs of spoilage, insect & dirt.
 - Buy raw produce as per requirement and storage capacity to avoid food spoilage and waste
27. As per requirement the agency has to supply five category of diet.
 - General diet
 - Pediatric diet
 - High protein diet
 - Dry food
 - Full liquid diet
28. The diet is to be served and completed in hot condition during the time as mentioned below to IPD:
 - Breakfast: 7:00 AM to 8:30 AM
 - Lunch: 12:00 PM to 1:30 PM
 - Dinner: 7:00 PM to 8:30 PM
29. The agency has to provide hot trolley and steel tray with multiple segregations to accommodate all the items separately while food is served.

Storage Area:

- This area should be maintained as clean zone with entry only for authorized person
- Cold Storage area for items like milk, dairy products, eggs, fruits and vegetables. The perishable items should be stored separately for vegetarian items and eggs.
- In refrigerator keep raw & ready to eat food separate. Raw food should be kept on the lowest shelf in the fridge.
- Food stocks should be stored and used as per the concept of First -In, First-Out (FIFO) and food beyond its use-by/expiry date should be strictly discarded.
- All the food containers shall be stored above floor level.

Key Points to Consider:

- Raw food/ poultry and ready -to-eat foods should be kept separate at all times.
- Hands should be thoroughly washed before preparing food.
- Work surfaces, chopping boards and equipment should be thoroughly cleaned (intend clean and sanitize) before the preparing of food starts and after it has been used.

Staff should be made aware how to avoid cross - contamination.

Garbage Disposal:

Used leftover food brought from wards, peelings of vegetables in preparation area any other waste material to be collected in bags and then put in garbage disposal area for further disposal same day by housekeeping staff. The garbage should be removed twice a day, or when garbage bag is 3/4th filled, whichever happens earlier.

Anti-Fly Measures:

Apart from air curtain, 1 -2 luminous anti -fly portable devices should be installed in the food preparation area, storage area and at places needed depending upon fly nuisance in Dietary Department. Window which can be opened should have enforcement with wire mesh doors to avoid fly nuisance.

Distribution of Diet

- After preparation of the food, it shall be transferred into the designated vessels of the covered, heating food trolley with all necessary precautions to maintain hygiene.
- The Agency shall distribute the food in different wards as per the schedule time.
- The diet delivery personnel/steward shall proceed with the food trolleys and the diet List towards each ward for service.
- The diet delivery personnel/steward shall always use gloves and clean ladles for serving food to patients
- Food shall be served to patients with humility, respect and dignity
- Once the distribution of meal and collection of trays have been completed, take acknowledgement signature from the Nurse In -charge /staff nurse of the ward on the diet slip/diet register as a supporting for claiming bill.
- Food prepared to be served at a later time are cooked, chilled, and reheated at appropriate temperatures to prevent microbial growth or contamination.

HR Related

- The Agency shall deploy and ensure requisite and adequately trained personnel (18+ ages) at the health facility.
- For daily supervision, the Agency shall appoint a qualified Supervisor who will ensure that the dietary work is done properly.
- The bidder or agency shall be responsible to comply with all applicable labour legislation (Compensation, child labour, minimum wages, EPF, ESI or any other Act or Legislation, which may govern the nature of the contract and/or being issued by Central or State Government from time to time) in respect of the manpower appointed or hired by the bidder or agency in respect of execution and implementation of the project and shall indemnify and keep indemnified the authority for any claim, action or demand whatsoever in that regard. It will be the sole responsibility of the Bidder or agency to abide by the provisions of the applicable acts & rules, as to the manpower appointed or hired for performance of this contract. The authority will not be a party at any stage to any kind of dispute relating to the above.

The manpower provided by the agency shall be in proper dress code (shirt/ saree/ sweater and trouser) at all time. Uniform along with hand gloves and caps and ID card (mentioning the name of the employee and company logo on shirt) should be provided to the workers and staff should wear it at all times. The Agency should provide 2 sets at the start and replace them after every 6 months and ensure that the staff wears clean uniform all the time.

- The Kitchen and service staff employees should be put to medical examination before recruitment; these employees shall also be regularly screened for being carrier of communicable diseases, Dysentery or Diarrhea, and worm infestations etc.
- If staff is ill with these conditions or out for 5 or more days, they will need to have clearance from general physician of the hospital prior to returning to work.
- The Agency is required to conduct refresher trainings of workers, every month on sanitation behaviors to be observed while providing dietary services. These trainings must be conducted in the presence of the Hospital Manager or his/ her representative from the hospital administration along with the kitchen in-charge.

Any misconduct/misbehavior on the part of the manpower deployed by the Agency will not be tolerated and such person will have to be replaced by the Agency at his own costs, risks and responsibilities immediately, with written intimation to the Hospital Administration.

Role of Hospital Authority

- The Authority shall make regular payment to the Agency as per the terms of the contract.
- Hospital Administration will provide adequate space for kitchen along with electrical supply and running water. All the expenses for temporary construction modification if any will be taken care by the Agency.
- The Authority shall collect feedback regarding the services from the patients on a regular basis as a documentary evidence of performance and further renewal.
- The Authority shall issue log -books to the Agency as per the formats attached with this document.
- Hospital authority will not be responsible for any change in market price of ingredients and other cost however for seasonal fruits and vegetables authority may consider and changes if any required will be accepted by due approval without deviating the nutrient contents and calorie required.

SECTION 4 – TERMS & CONDITIONS

Period of Engagement

- a) The engagement shall be for a period of one year from the date of actual operation (beginning of service) or starting/signing of contract whichever is later.
- b) The contract may be extended for a maximum of another two years (one year at a time) in existing terms and conditions with mutual consent of both the parties if performance is found satisfactory as per due assessment.
- c) The agency shall sign the contract (in the given Format at **Annexure-I**) within 15 days of issue of Letter of Award / Intimation.

Award of Contract

On evaluation of technical and financial parts of RFP and decision thereon, the selected bidder shall have to execute a contract with the In charge of the health facility within 15 days from the date of acceptance of their bid is communicated to them. The terms and condition, terms of reference of this RFP along with documents and information provided by the selected bidder shall be deemed to be an integral part of the contract. Before execution of the contract, the selected bidder shall have to deposit the performance security deposit as per clause 4.4 mentioned below.

Performance Security

5 The selected service provider has to furnish a performance security deposit of Rs.1, 00,000/- (for three years) in the shape of DD / BG from a National / Scheduled Bank in India or 5 % of the work value whichever is higher. The amount of Earnest money deposit of the selected bidder can be adjusted against the performance security deposit. The performance security deposit is for due performance of the contract. The performance security can be forfeited on the following circumstances

- 1) When any terms or the condition of the contract is infringed.
- 2) When the service provider fails in providing the required services satisfactorily.

Commencement of Service

The selected agency is required to start supply of Diet in the hospital within 15 days of signing the contract. Payment & Price Validity

- 1) The agency would be paid once in a month based on the case load and number of meals supplied. The number of diets prepared will be as per two times indent given by respective ward in-charge in the morning at 11:00 AM for dinner and next day breakfast and second indent at 4:00 PM for next day lunch. The number of meals served as per certification of respective ward in-charge/ senior staff in the diet register which should tally with the number of patients admitted during the day or any such norms that is suggested and agreed upon mutually by the hospital administration and the outsourced agency / bidder.
- 2) Hereby, it is mandatory for the health institution to pay the dues to the agency within the first seven working days of each month, based on the submitted bills / vouchers in the prescribed format. The hospital administration would verify the bills, vouchers and other supporting and do the needful for payment of the dues within seven working days of submission of bills / vouchers / supporting documents.

Penalty

In case the Agency fails to commence/ execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, CDM & PHO/Medical Officer I/c of the concerned health facility(ies) reserves the right to impose the penalty as detailed below:

a) Commencement of the Work:

- 1) 0.5% of annual costs of Contract / Agreement value (per health facility) per week of delay up to four weeks of delay per health facility.
- 2) After four weeks delay, District Authority reserves the right to cancel the whole contract or part thereof and withhold the agreement and get this job carried out by other successful bidder (L2 & so on). The earnest money/ security deposit shall also be forfeited.

Termination / Suspension of Contract

The District Authority / Institution may by a notice in writing, suspend the contract if the selected agency fails to perform any of his obligations including carrying out the services, provided that such notice of suspension shall specify the nature of failure, and shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

The District Authority / Institution after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/ grounds on the happening of any of the events (as mentioned below), may terminate the agreement after giving reasonable opportunity of being heard to the service provider :

- 1) If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the District Authority / Institution have subsequently approve in writing.
- 2) If the service provider becomes insolvent or bankrupt.
- 3) If, as a result of force majeure, the service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- 4) If, in the judgment of the District Authority / Institution, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

Modifications

Modifications in terms of reference including scope of the services can only be made by the district authority / institution with written consent of both parties. However, basic conditions of the contract shall not be modified.

Force Majeure

SUPPLY OF DIET (DRY & COOKED) Services as being essential services , the Service Provider shall not be allowed to suspend or discontinue the services during occurrences of emergencies or Force Majeure Events.

For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

In such circumstances of emergencies and Force Majeure Event, if the Performance Standards are not complied with because of any damage caused to laundry services or any of the Project Facilities or non availability of staff, or inability to Provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure Events or circumstances, then no penalties shall be applicable for the relevant default in Performance Standards and would be applied to such particular defaults. Further, unless the Force Majeure event is of such nature that it completely prevents the operation of services, a suspension or failure to provide laundry Services on the occurrence of a Force Majeure event will be an Event of Default and the District authority may terminate this Agreement without any termination payment being made in respect thereof.

The failure of a party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement and has informed the other party as soon as possible about the occurrence of such an event.

Settlement of Dispute

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred to Committee constituted at the District level for decision.

Jurisdiction of Court

Legal proceedings if any shall be subject to the concerned District jurisdiction only. In this case concerned district will be PURI.

Right to Accept and Reject any Proposal

The District Authority reserves the right to accept or reject any proposal at any time without any liability or any obligation for such rejection or annulment and without assigning any reason.

SECTION 5 - CRITERIA FOR EVALUATION

Evaluation of Technical Proposals

In the first stage, the Technical Proposal will be evaluated on the basis of bidder's fulfillment of **eligibility criteria**. Only those bidders whose Technical Proposals become **responsive** based on the eligibility criteria, shall qualify for opening of financial Bid

Financial proposal shall be opened after the technical evaluation is completed. In the financial bid, the bidder with the **lowest price** shall be awarded the contract.

Evaluation of Financial Proposal

The **total price (exclusive of GST)** as per price format F2 shall be considered for price evaluation. However, in case two bidders quote the same lowest price, then the agency with the **highest turnover** shall be awarded the contract. However, if their turnover also becomes equal, then in that case, the bidder having solvency certificate for higher value shall be awarded the contract.

L1 will be decided by taking into consideration the cost of all diets together i.e. from SL No. 1(one) to 6(six).which will be paid out of state budget and Sl.no seven will be paid out NHM fund so will be treated separately.

Only one agency will be awarded the total diet contract on the basis of the above terms and conditions.

The cost of diet includes all incidental charges like cleaning, cooking, distribution, fuel, or any other expenditure required to execute the contract.

RFP FORMATS

Providing Dietary Service at Govt. Health Institutions

TECHNICAL PROPOSAL

Check List (Technical Proposal)

Please check whether following have been enclosed in the respective cover namely, Technical Proposal: ***(please arrange the documents serially in the following order & do the page numbering of the entire bid document and mention the page no. in the column “page No” against the particulars in the check list as mentioned below for ease of scrutiny)***

Sl.	Particulars	Whether Submitted (Yes / No)	Page No.
1	EMD (DD of Rs. 50,000/-)		
2	Bid document Cost (DD of Rs. 2,100/-)		
3	Form T1		
4	Form T2		
5	Copy of the company/ Agency Registration certificate		
6	Copy of the GST registration certificate		
7	Copy of the EPF registration certificate		
8	Copy of the ESI registration certificate		
9	Copy of valid Food license		
10	Copy of the ECR towards submission of EPF for the month of		
11	Copy of the Labor Registration certificate		
12	Copy of PAN		
13	Solvency certificate from appropriate authority		
14	Form T3 (Annual Turn Over) B/S, IT return		
15	Photocopies of the audited P/L account of each year highlighting the turnover in support of that		
16	Form T4 (Experience Detailed)		
17	Copies of Work Order / Contract certificates from the clients in support of work executed in support of the information provided in Form T4		
18	Form T5 (Power of Attorney for Signing of Proposal)		
19	Form T6 (Affidavit)		
20	Form T7 (Anti Collusion Certificate)		
	Any other relevant documents		

FORM – T1
(To be furnished in the technical proposal)

TECHNICAL TENDER SUBMISSION FORM
(On the letterhead of the agency)

To

The CDM&PHO
Puri

Re.: RFP Reference no. _____ dated _____

Dear Sir / Madam,

We, the undersigned, offer to provide the Dietary Service at District Head Quarter Hospital, Puri. We are hereby submitting our Proposal, which includes this Technical Proposal and a Commercial Proposal sealed under a separate envelope.

We hereby declare our Confirmation of acceptance of the Conditions of Contract mentioned in the RFP document under reference cited above.

We hereby declare that all the information and statements made in this Proposal are true and accept that any of our misrepresentations contained in it may lead to our disqualification.

Our proposal shall be binding upon us for a period of 180 days from the date of bid opening, subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our bid. If we are assigned the work during the period of validity of the Proposal, we undertake to carry out the same as per the terms and conditions of this tender document.

I hereby declare that my company has not been debarred / black listed by any Government/ Semi Government organizations. I further certify that I am the competent authority in my company authorized to make this declaration.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Agency: _____

Address: _____

(Organization Seal)

FORM – T2
(to be furnished in the technical proposal)

PROFILE OF THE AGENCY

Name of the Agency	
Office Address	
Status of the Agency (Whether registered under Company/ Firm / Society / Trust)	
Name of the Chief Executive and authorized signatory	
Telephone Nos.: Landline Mobile	
Fax	
Email id (Official email id for correspondence if any)	
Date of Establishment	(furnish copy of the Registration Certificate of the Agency)
GST Registration No.	(furnish copy of the GST Registration of the Agency)
EPF Registration No.	(furnish copy of the EPF registration certificate of the Agency)
ESI Registration No.	(furnish copy of the ESI registration certificate of the Agency)
Income Tax No. (PAN)	(furnish copy of the PAN)
Food License	(furnish copy)
No. of branch offices in Odisha with location details	
Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD / Payment for services if any (if selected)	a. Name of the Bank : b. Name of the Account & Full address of the Branch concerned c. Account no. of the bidder: d. IFS Code of the Bank :

Authorized Signatory/ Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

(Organization Seal)

FORM T3

(To be furnished in the technical proposal)

ANNUAL AVERAGE TURN OVER STATEMENT

*(To be furnished in the **letter head** of the Chartered Accountant)*

The Annual Turnover of M/s _____ for the last 3 financial years are given below and certified that the statement is true and correct.

Sl.	Financial Year	Turnover in Rs.
1	2016-17	
2	2017-18	
3	2018-19	
Average Annual Turnover in Rs.		

Date:

Signature of Chartered Accountant

Place:

(Name in Capital)

Seal

Membership No.

Note:

- 1) To be issued in the **letter head** of the Chartered Accountant with membership No.
- 2) Also attach photocopies of the audited P/ L and B/s account of **each year highlighting the turnover** in support of that

FORM T4

(to be furnished in the technical proposal)

PAST EXPERIENCE DURING THE LAST THREE YEARS

(Attach separate sheets if the space provided is not sufficient)

A) Experience in DIFFERENT SUPPLY OF DIET (DRY & COOKED)activities/ Dietary supply

Financial Year 2016-17

Sl.	*Name / address of organization	Type of Dietary Supplied	Date of award of Assignment	Date of completion of assignment	No. of personnel deployed	Performance Certificate enclosed (Yes / No)
1						
2						
3						
4						
5						
6						

Financial Year 2017-18

Sl.	*Name / address of the Hospitals /organization	Type of Dietary Supplied	Date of award of Assignment	Date of completion of assignment	No. of personnel deployed	Performance Certificate enclosed (Yes / No)
1						
2						
3						
4						
5						
6						

Financial Year 201 8-19

Sl.	*Name / address of the Hospitals /organization	Type of Dietary Supplie d	Date of award of Assignment	Date of completion of assignment	No. of personnel deployed **	Performance Certificate enclosed (Yes / No) *
1						
2						
3						
5						
6						
7						

* Please furnish the **Work order / Contract copies** of the work order ,executed in support of the information mentioned above **along with the performance certificate** of the client, **serially** in the **same order** as mentioned in the above format for ease of scrutiny.

** No. of staff deployed should be clearly mentioned in the relevant work order / contract copies

Authorized Signatory/ Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

(Organization Seal)

Form T5
(to be furnished in the technical proposal)
Format for Power of Attorney for Signing of Proposal

(On a Stamp Paper of relevant value)

Power of Attorney

Know all persons by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for Biomedical Waste Management Services at District health institutions including signing and submission of all documents and providing information / responses to the District / Institution Authority, representing us in all matters before District / Institution authority and generally dealing with District / Institution authority in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____
_____ 2019/20 For _____

(Name, Designation and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Note:

- i. *To be executed by the Chief of the Agency.*
- ii. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure .*
- iii. *In case an authorized Director of the agency signs the proposal, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

FORM T6

(to be furnished in the technical proposal)

**Format for Affidavit certifying that Entity / Promoter(s) / Director(s)/ Partners of
Entity are not blacklisted**

(On a Stamp Paper of relevant value)

Affidavit

I, M/s..... (the name of the agency with address of the registered office) hereby certify and confirm that we or any of our promoter(s) / Director(s) are not barred by Department of Health & FW, Govt. of Odisha / or any other entity of GoO or blacklisted by any State Government or Central Government / Department / Organization in India from participating in Tenders as on the (Date of Signing of this proposal).

We further confirm that we are aware that, our proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period.

Dated thisDay of....., 2019/20

Authorized Signatory/ Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

(Organization Seal)

FORM T 7

(to be furnished in the technical proposal)

Anti Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Proposal for mechanized laundry services at health institutions under this RFP Reference No _____, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

Dated this _ _ _ Day of _____, 2019/20

Authorized Signatory/ Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

(Organization Seal)

FORMATS

**Supply of Diet (Dry & Cooked) at Govt. Health
Institutions**

FINANCIAL PROPOSAL

FORM F-1

(To be submitted with Financial Proposal)

To

The CDM&PHO

Puri

Re.: RFP Reference no. _____ dated _____

Sub: Request for Proposal for Providing Supply of Diet (Dry & Cooked) at Govt. Health Institutions

Sir,

1. Having carefully examined all the parts of the RFP documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the contract, I/We hereby propose to offer the services as described in the RFP document in conformity with the conditions of contract, technical aspects and the sums indicated in this financial proposal.
2. I/We declare that we have read and understood and that we accept all clauses, conditions, and descriptions of the RFP document without any change, reservations and conditions.
3. If our proposal is accepted, we undertake to deposit the performance security deposit at the time of execution of the formal agreement
4. I/We agree to abide by this proposal/bid for a period of 120 days from the date of its opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period.
5. Unless and until the formal agreement is signed, this offer together with your written acceptance thereof shall constitute a binding contract between me/us and the District Authority.
6. We submit the Schedule of Prices as appended herewith.

Encl: Schedule of Prices (Form F2)

Yours sincerely,

Authorized Signatory [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Agency: _____

Address: _____

(Organization Seal)

FORM F-2

(To be submitted with Financial Proposal)

FINANCIAL PROPOSAL

Name and Address of the Bidder:

Price Details:

SN	Diet Type	Cost of diet per patient per day approved by Govt. Of Odisha	Cost of diet per patient per day quoted by bidder	Break up of Menu			
				Break fast	Lunch	Dinner	Total
1	General Diet (Cooked)	85					
2	Pediatric Diet	75					
3	General Diet (Dry)	75					
4	Liquid Diet	85					
5	Diabetic Diet	85					
6	Diet for tube feeding for TB/cancer/burn patient	95					
7	Dry diet for PMSMA beneficiaries (once in a month) (fruits and dry items)	50					

NOTE: - For details break up of ingredients to be used in breakfast, lunch and dinner and quantity are given in the F3 format which needs to be filled up by the bidders and the total value in the F3 format must be equal to the value of corresponding breakfast, lunch and dinner in format F2.

Date:

Place:

Authorized Signatory

ANNEXURE I: FORMAT FOR AGREEMENT

1. An agreement made this.....day of 2020 BETWEEN DMO(MS)-CUM-SUPERINTENDENT , DHH, Puri,(hereinafter called " **1st Party**") of the one part AND **<insertnameandaddressoftheserviceprovider>** (hereinafter called "**2nd Party**", which expression shall, where the context so admits, be deemed to include his heirs/ successors/ executors/ administrators) of the other part.
2. Whereas the 2nd Party has been selected by District Head-quarter Hospital, Puri, through an open tender issued vide Reference No.....dated, and accordingly the letter of award was issued vide No.....dated inviting to execute the contract.
3. And whereas the 2nd Party agreed to provide Supply of Diet (Dry & Cooked) in the registered office premises of District Headquarter Hospital,_____ as per the provisions in the RFP document.
4. And whereas the 2nd Party has deposited the performance security of Rsafter Adjusting the EMD amount submitted earlier along with the technical proposal vide.....

NOW THESE PRESENT WITNESSES AS FOLLOWS:

5. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
 - a) RFP Terms of Reference;
 - b) Submissions and Declaration as part of the Proposal submitted;
 - c) Notification of Award issued by the Authority.
6. In consideration of the payments of Rs.....(in words.....) per month to be made by the 1st Party to the 2nd Party, the 2nd Party hereby covenants with the 1st Party (DMO(MS)-CUM-SUPERINTENDENT, __ _ Hospital, _____) to provide the agreed Services in all respects as per the provisions of this Contract.
7. The 1st Party hereby covenants to pay the 2nd Party in consideration of the provision of the agreed Dietary services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

8. The description of the services to be rendered by the 2nd Party under this contract and their prices as offered by the 2nd Party and accepted by the 1st Party are as under:

<Insert the price bid submitted by the Agency>

PRICE

- 9.1 The price shall be **firm and fixed** during the contract period. GST shall be paid on the monthly fees/charges at the rate as applicable.

10. PAYMENT

The payment shall be made to the 2nd Party on monthly basis.

While the bill for 1st month shall be paid after submission of bill for the month, payment from the 2nd month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as PF, ESI, etc. for the previous month.

In case of any deficiency in performance or non -supply of agreed dietary, deduction shall be made proportionately from the monthly fees.

The 2nd Party shall submit the monthly bill within 1st week of the following month.

For and on behalf of the Agency

Authorized Signatory

<Name and Address of the Agency>

Date:

1. Witness

2. Witness

For and on behalf of DHH,

<Authorized Signatory>

Date:

1. Witness

2. Witness

