



KOLKATA PORT TRUST

Office of the Chief Medical Officer

Centenary Hospital, Medical Department,

1, Diamond Harbour Road, Kolkata- 700053

Telefax : (033) 2401 4503 Phone No. (033) 71003641

Website: www.kolkataporttrust.gov.in, E-mail: cmo@kolkataporttrust.gov.in

(ISO 9001 : 2000 ORGANIZATION)

Tender for Dietary Services to the Indoor Patients of Centenary Hospital, KoPT for Two years Tender Notice No: MED / PR / ADVT / 284 / 18-20 / 674 Dated 20 / 6 / 2018

E-Tenders are invited from bonafide, experienced and reputed firms for the following work fulfilling eligibility criteria mentioned below to execute and fulfill Dietary Services to the Indoor Patients of Centenary Hospital of Kolkata Port Trust as per **Schedule of Services** as specified in this tender and in accordance with **Notice Inviting Tender, Instruction to Tenderers, General Conditions of Contract, Special Conditions of Contract & Bill of Quantities**.

Bid Document may be downloaded from MSTC website www.mstcecommerce.com/eprochome/kopt and KoPT website www.kolkataporttrust.gov.in or Central Public Procurement Portal www.eProcurement.gov.in. Corrigenda or Clarifications, if any, shall be hoisted on the above mentioned websites only. **Hence all the intending bidders are advised to keep close watch on the above mentioned websites in their own interest.**

Medical Department of Kolkata Port Trust who are intending to enter into the Contract for Tender for Dietary Services to the Patients of Centenary Hospital, KoPT for a period of **Two years**.

Kolkata Port Trust hereinafter referred to as "Buyer" or "Principal" or "KoPT" and the MSTC Ltd. the Service Provider to conduct e-tender as "MSTC".

SCHEDULE OF TENDER

1.	TENDER NO.	MED / PR / ADVT / 284/ 18-20 /674 Dated 20/6/2018
2.	MODE OF TENDER	e-Procurement System Online submission of Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
3.	E-Tender No.	KoPT/Kolkata Dock System/MED/15/18-19/ET/313
4.	Date of publication of e-Tender through Newspaper insertion, publication in KoPT & MSTC websites and Central Public Procurement Portal	15/ 11/ 2018
5.	Date of availability of NIT to the Vendors for downloading	15/ 11/ 2018
6.	Date of Offline Pre-Bid meeting	3/12/2018 at 11:30 AM
7.	Earnest Money Deposit	"Earnest Money Deposit" of Rs.3,27,505/-



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		<p>(Rupees three Lacs twenty seven thousands five hundred five)only may be remitted at least three days advance from the date of closing of Online e-Tender for submission of Techno-Commercial Bid by NEFT / RTGS to Kolkata Port Trust Bank Account No. 227002000000018 with Indian Overseas Bank, KPT Fairlie Place Branch. IFSC Code No. IOBA 0002270</p> <p>Please furnish the following details while remitting the amount:</p> <p>Name of Bidder:</p> <p>Bank Name:</p> <p>Tender No.:</p> <p>Tender Date:</p> <p>Name of the Tendering Dept. Centenary Hospital, Medical Dept.</p> <p>UTR No.:</p> <p>After the award of the contract, the Earnest Money will be refunded without interest on application to all unsuccessful bidders. The Earnest Money of the successful bidder/s shall be returned after one month from the successful commissioning of ordered equipment/s and after deposit of Security Money.</p>
8.	Tender Cost	<p>"Tender Cost" of Rs.1770/- (Rupees One thousand seven hundred and seventy) only may be remitted at least three days advance from the date of closing of Online e-Tender for submission of Techno-Commercial Bid by NEFT / RTGS to Kolkata Port Trust Bank Account No. 227002000000018 with Indian Overseas Bank, KPT Fairlie Place Branch. IFSC Code No. IOBA 0002270</p> <p>Please furnish the following details while remitting the amount:</p> <p>Name of Bidder:</p> <p>Bank Name:</p>



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		Tender No.: Tender Date: UTR No.: Name of the Tendering Dept. Centenary Hospital, Medical Dept., KoPT
9.	Last date of submission of EMD & Tender Cost to KoPT.	12/12 /2018 up to 14.00 Hrs.
a)	The vendors shall enter the EMD & Tender Cost details by using the "EMD & Tender Cost" Link under "My Menu" in the vendor login. The vendors have to mention the particular tender No. in which they want to participate against the EMD & Tender Cost. The vendors are required to fill up the transaction details, namely the Tender No. & Date, UTR No., and Amount against the EMD & Tender Cost separately in the given fields.	
b)	EMD & Tender Cost deposited from any other party will not be accepted. Tender Cost is non-refundable.	
10.	Transaction Fee	Rs.9,662/- (Rupees Nine thousand—six Hundred sixty two) only including GST Payment of Transaction Fee is to be made by NEFT / RTGS in favour of MSTC LIMITED.
11.	Last date of submission of Transaction fee through RTGS / NEFT in favour of MSTC Limited, Kolkata.	Three working days before the last date of closing of online bidding for the e-Tender.
12.	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/kopt	15/ 11/ 2018 at 11.00 hrs.
13.	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/eprochome/kopt .	14/ 12/ 2018at 15.00 hrs.
14.	Date & time of opening of Part-I (Techno-Commercial Bid)	14/ 12/ 2018 at 15.30 hrs.
15.	Date & time of opening of Part-II	Shall be informed separately.



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(Price Bid)

Note: 1. In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

2. Under no circumstances the Due Date of the Tender will be extended.

A) Important Instructions for E-procurement

This is an e-procurement event of Kolkata Port Trust. The e-procurement service provider is MSTC Ltd. of 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the Terms & Conditions of this tender before submitting your online tender. Tenderers who do not comply with the Conditions with documentary proof (wherever required) will not be considered qualified in the Tender for opening of Price Bid.

1. Process of E-tender:

(A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid will be done over the internet. The Vendor should possess Class III signing type Digital Certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt. depts. → Register as Vendor under KoPT - Filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact KOPT / MSTC (before the scheduled time of the e-Tender).

Contact person (Medical Dept. KoPT):

1. Shri D. Bakshi
Administrative officer
Mobile No. 9674720071

2. Dr. Saibal Maitra
Deputy Chief Medical Officer
Mobile No. 9831069263

3. Shri. S.K. Joshi
Dy. Materials Manager
Mobile No. 033- 71003641

Contact person (MSTC Ltd):

Mr. S. Mukherjee
DM (E-commerce)
Mobile- 07278030407

2 Ms Sumona Maity
AM (E-Commerce)
Mobile-09831155225



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Email: smukherjee@mstcindia.co.in

Email-smaity@mstcindia.co.in

Landline: (033) 22901004

(B) System Requirement:

- i) Windows 7 or above Operating System.
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 8 update (x86 offline) software to be downloaded and installed in the system. Security level should be medium

To disable "Protected Mode" for DSC to appear in the signer box following settings should be applied:-

- Tools=>Internet options=> Security=> Disable protected mode if enabled - i.e. remove the tick from the tick box mentioning "Enable Protected Mode"
- Other settings:
Tools =>Internet Options General=>Click on settings under "browsing history/ delete browsing history"=> Temporary Internet Files=> Activate" Everytime I visit the webpage"

To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page www.mstcecommerce.com once)

- 2 Part-I: Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- 3 (Part-II: Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by KoPT. Such bidder(s) will be intimated the date of opening of Part II Price bid, through valid email confirmed by them.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

- 4 Special Note towards Transaction Fee: The vendors shall pay the Transaction Fee using "Transaction Fee Payment" Link under My Menu in the vendor login. The vendors have to select particular tender from the event dropdown box. The vendors shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT , the vendor shall generate challan by filling up a form .The vendor shall remit the transaction fee amount as per details printed on the challan without making change in the same. On selecting On line Payment , the vendor shall have the provision of making payment using Credit/ Debit card/ Net banking. Once the



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payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

Transaction fee is non- refundable

A Vendor will not have the access to online e- tender without making the payment towards the transaction fee.

Then, the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, and the Remitting Bank in the given fields and then click on the "Confirm" Button".

NOTE : The bidders should submit the Transaction Fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.

Contact Details:

Fax No. : 033- 22831002

Email ids:

- a. sanjibpoddar@mstcindia.co.in,
- b. rpradhan@mstcindia.co.in,
- c. smukherjee@mstcindia.co.in.

Bidders may please note that the Transaction Fee should be deposited by debiting the A/C of the bidder only, Transaction Fee deposited from or by debiting any other party's a/c will not be accepted. Transaction fee is non-refundable.

In case of failure to submit the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.

In case of failure to submit the payment towards Tender Cost & EMD for any reason, the vendor, in term, will not have the access to on line e-Tender and no correspondence in this respect will be entertained and KoPT will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of Tender Cost and EMD well in advance and verify completion of transaction in respect of Tender Cost and EMD.

Vendors are instructed to use link in **My Menu** to **Upload Documents** in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once the documents duly **Notarized** are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular tender. For further assistance please follow instructions of vendor guide.

- 5 All Notices / Corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KoPT. Hence the bidders are required to ensure that their Corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 6 E-tender cannot be Accessed after the due date and time mentioned in NIT.
- 7 Bidding in e-Tender:



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- a. Bidder(s) need to submit necessary EMD, Tender Cost and Transaction Fees for getting eligibility to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KoPT.
- b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c. The Bidder(s) who has submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → Psu / Govt depts. → Login under KOPT → My Menu → Auction Floor Manager → live event → Selection of the live event.
- d. The Bidder should allow running **JAVA application**. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specification and save the same. After that clicking on the Techno-Commercial bid, if this application is not run then the bidder will not be able to Save / Submit his Techno-Commercial bid.
- e. After filling the Techno-Commercial Bid, bidder should click '**SAVE**' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "**SAVE**" to record their Price Bid. Then once both the Techno-Commercial bid & Price Bid has been saved, the bidder can click on the " Final submission " button to register their bid.
- f. Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g. In all cases, Bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- i. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful Bidder shall be called hereafter "**SUPPLIER**".
- k. It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- l. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.



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n. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor / tender document.

- 8 Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
- 9 No deviation to the technical and commercial Terms & Conditions will be allowed.
- 10 KoPT has the right to cancel this e-Tender without assigning any reason thereof.

The online tender should be submitted strictly as per the Terms & Conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/KoPT of MSTC Ltd.

The bidders must upload all the Documents (duly Notarized) required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

The Bid will be evaluated based on the filled-in technical & commercial formats.

The Documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

- 11 Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome/KOPT of MSTC Ltd. to familiarize them with the system before bidding.

B. COMMERCIAL TERMS & CONDITIONS

Concurrence and remarks for all Commercial Terms & Conditions will be taken Online. No hardcopy for the same needs to be submitted. If required, the Bidder/s may be asked to produce the Original documents before the Tender Committee for verification purpose only.

Note : Please check the Digital Certificate. In case of any clarification please contact MSTC Ltd. before the scheduled time of the e- tender.

1. AVAILABILITY OF THE TENDER DOCUMENT:

Tender Document may be downloaded from KoPT Website: www.kolkataporttrust.gov.in / Central Public Procurement Portal www.eProcurement.gov.in or www.mstcecommerce.com/eprochome/KOPT of MSTC Ltd.

2. EXEMPTION FROM PAYMENT OF COST OF TENDER DOCUMENT AND EMD:

For Micro & Small Enterprises (MSE's) registered with NSIC:

- Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME are exempted from depositing of Tender Cost and Earnest Money.
- If Micro & Small Enterprises (MSE's) registered with NSIC or MSME intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit Tender



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Cost, full amount of Earnest Money as per NIT. **Otherwise their offer against the tender will not be considered.**

- Copy of valid NSIC Certificate for MSEs has to be submitted along with bid .

3. TENDER DETAILS:

- a) Name of Work : Tender for Dietary Services to the Indoor Patients of Centenary Hospital, KoPT for a period of **Two years**.
- b) Period of Work: 2 (Two) Calender Year from the date of commencement of work under the Contract.
- c) Bed Capacity : 104 Bed Hospital.
- d) Average Occupancy of Bed : 91 Beds per day.

4. Eligibility Criteria : In order to be eligible to submit bid, the intending bidder will have to upload **Notarized** photocopies where ever necessary of the following documents:

- (1) Trade License / Certificate of Incorporation
- (2) GST Registration Certificate
- (3) Valid Labour Licence.
- (4) Valid Professional Tax Clearance Certificate / up-to- date Tax Challan
- (5) Self declaration of the bidder that the Bidding firm has not been debarred/ delisted by any Govt/ Quasi Govt/ Public Sector undertaking in India (to be mentioned in the letter head of the firm)
- (6) Self declaration regarding the proprietor/ partner(s) / authorized signatory of the bidding firm (in case of proprietorship firm/ partnership firm/ limited company, as the case may be) is/ are/ not associated with any other firm bidding for the same work (to be mentioned in the letterhead of the Firm)
- (7) Undertaking of the tenderer to be submitted as per enclosed Proforma (Annex- D1) in lieu of submission of signed copies of the full tender document, GCC addenda & corrigendum in the letterhead of the firm.
- (8) Valid Licence as per provision of Food Safety and Standards Act, 2006 and Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations, 2011
- (9) Income Tax PAN



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- (10) A Separate letter accepting all terms & conditions of the tender by the bidder
- (11) Audited Balance Sheets and Profit & Loss A/C for the last 3 years ending on 31st March 17
- (12) Financial Statement showing average annual financial turnover during the last 3 years ending 31st March 2017 being at least **49.13 lacs**.
- (13) Experience of having three or two or one completed "similar work" contract carried out satisfactorily during the last seven years ending on **March 2017** costing not less than the amount as mentioned below:
 - (i) Contract value Rs. 65.50 lacs each in case of three contracts
or
 - (ii) Contract value Rs. 81.88 lacs each in case of two contracts
or
 - (iii) Contract value Rs. 131.00 lacs each in case of one contract.
- (14) ESI Registration No. All intending tenderer shall have to furnish the details of ESI Registration failing which their tender would be liable to be cancelled.
- (15) EPF Regn. No. All intending tenderer shall have to furnish the details of EPF Registration failing which their tender would be liable to be cancelled.

Note:

- i) **"Similar works" mean to supply Patient Diet Kitchen/Catering Services in a reputed organization (preferably in Hospitals)**
- ii) **The satisfactory work experience should be substantiated by producing relevant documents viz. - Contract / Order Copy and Certificate of satisfactory completion of Order / Contract held with the Hospital in their own letter head wherein Contract was performed.**

5. **Non Responsive Bid** : During techno-commercial evaluation i.e. evaluation of part-1 of tender , an offer shall be considered non- responsive in case it:

- a) is not accompanied by requisite earnest money/ NSIC/ MSE under MSME Registration certificate.
- b) is not accompanied by requisite tender paper cost/ NSIC/MSE under MSME Registration certificate.
- c) validity of the offer is less than tender stipulation.
- d) does not meet the Qualification Criteria as stipulated in the NIT.



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- e) The bidder submits conditional offer/ impose own terms and conditions/ does not accept tender conditions completely/ offer or tender if submitted with any deviation from the tender terms and conditions.
- f) If the tender is conditional.
- g) If all the documents required as per NIT are not uploaded.

6. INSTRUCTIONS TO BIDDER:

The tender document is not transferable. No Bidder is allowed to submit more than one TENDER.

- a) **Power of Attorney:** Tender shall be signed by the bidder or a person, duly authorized to sign on behalf of the bidder. Notarized Power of Attorney on Non Judicial Stamp paper accompanying the offer shall indicate such authorization which should be enclosed in Cover-1.

Each page of the Tender must be signed with seal and date by the authorized signatory of the bidder and must be submitted along with the tender.

Tender for the above work should be submitted in accordance with the **Schedule of Quantities** as specified in this tender and in accordance with the **Special Conditions of Contract**. The **Special Conditions of Contract** mentioned herein under shall prevail over / in addition to the provisions as made in the Trustees' **General Conditions of Contract**.

Any clarification with regard to interpretation or ambiguities discovered or pointed out after the issue of the tender documents but prior to submission of tenders as to the meaning, conditions or instructions contained in any of the issued documents, shall be valid only when such a clarification is issued in writing by the officer issuing the Notice Inviting Tender. Any such written clarification or amendment shall be hoisted in website of KoPT, CPP Portal and MSTC's web site. **Hence all the intending bidders are advised to keep close watch on the website of KoPT / CPP Portal in their own interest.**

- b) **COST OF TENDER DOCUMENT & EARNEST MONEY:** An amount of Rs. 1770.00 (Rupees One thousand seven hundred Seventy only) Rs. 3,27,505.00 (Rupees Three Lacs Twenty seven Thousand-five hundred and five) only as tender cost and EMD respectively have to be deposited with KoPT's Bank Account as detailed above. After the award of the contract the Earnest Money of the unsuccessful bidders will be refunded without interest on receipt of application as early as possible. The proof of deposit of Cost of Tender Document and Earnest Money must be uploaded in Techno-Commercial Bid of the Tender. The Earnest

Money of the successful bidder will be refunded only after receipt of entire Security Deposit amount through RTGS / NEFT. In case the successful bidder fails to accept the contract or fails to deposit Security Deposit amount, the EMD will be liable for forfeiture.



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- c) Clause with respect to Income tax : Income tax will be deducted from the bills , at source, at the appropriate rate and as applicable as per relevant provision of Income Tax Act ,1961.
- d) GST as applicable will be paid extra, at actual.
- e) The bidder should submit the original documents , as uploaded , for verification , as and when asked for.
- f) ESI, EPF will be reimbursable to the contractor on submission of Original , valid documents with the bill confirming:
 - a) Electronically generated Money receipt from ESI authorities
 - b) Electronically generated Money receipt from EPF Authorities.



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g) Particulars of Cost of Tender Document & Earnest Money Deposit

[TO BE UPLOADED IN PART -I]

A Cost of Tender Document:

Detail Particulars of deposit of Amount by RTGS / NEFT (Date of Remittance, Name of the Bank, & Branch, UTR No.)	Rs 1770/-
	Rs. 1770.00 (Rupees One Thousand seven hundred seventy only) including 18% GST

B. Earnest Money Deposit:

Detail Particulars of deposit of Amount by RTGS / NEFT (Date of Remittance, Name of the Bank, & Branch, UTR No.)	Amount (In Rs)
	Rs.3,27,505.00 (Rupees Three Lacs Twenty seven Thousands five hundred and five) only.

Authorized Signatory of the Tenderer
(with official Seal and date)



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- h) **Site Visit:** Bidder should visit the site before quoting rates against tender. Intending bidder should visit the hospital and make themselves thoroughly acquainted with the site condition, nature and requirements of the work, the kitchen-site, facilities for transportation, labour supply, storage of materials and removal of rubbish / kitchen waste. The rate quoted by the Contractor shall take care of all contingencies required for operating efficient indoor patient diet supply at the hospital. The successful bidder shall not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the hospital might be deemed to have reasonably been inferred to be so existing before commencement of the indoor patient diet supply services contract.
- i) **PART-I** :To be **UPLOADED** as "Techno-Commercial Bid against Tender for Dietary Services to the Indoor Patients of Centenary Hospital, KoPT, Tender No. MED / PR / ADVT / 284/ 18-20/ 674 Dated 20/ 06 / 2018" will contain:
- (i) All the documents relating to aforesaid "Eligibility Criteria" clause 4
 - (ii) Company Particulars (as per Appendix A)
 - (iii) Power of Attorney (Instruction to Bidder Clause - 1)
 - (iv) Techno- Commercial Specifications "**Schedule of Service**".
 - (v) Performance Certificate (s) supported with Job Completion Certificate(s) from other Client(s) issued in their Client's Letterhead.
- PRICE BID:** Rates to be furnished in e-tender platform as "Price Bid against Tender for Dietary Services to the Indoor Patients of Centenary Hospital, KoPT, Tender No. MED / PR / ADVT / 284 / 18-20 / 674 Dated 20/ 6 / 2018.
- j) **PRE BID MEETING:**
- The Offline pre-bid meeting will be held at the Centenary Hospital on **03/ 12/ 2018 at 11.30 AM.**
- k) **WITHDRAWAL OF TENDER:** Withdrawal of tender / offer in the interval between the closing date for submission of tender and the expiry of the period of its validity will result in forfeiture of Earnest Money.
- l) **REJECTION OF TENDER:** The issuing authority reserves the right to **ACCEPT / REJECT** any or all tenders without assigning any reason whatsoever.



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m) AMMENDMENTS OF TENDER DOCUMENTS:

- i. At any time prior to the deadline for submission of tenders, the Chief Medical Officer for any reason whether at his own initiative or in response to a clarification required by a prospective Bidders may modify the Tender Documents.
- ii. The amendment shall be part of the Tender Documents and will be notified by publication in the MSTC's website / KoPT's website / Central Public Procurement Portal and will be binding on the prospective Bidders.
- iii. All the intending Bidders are advised to keep close watch on the website of MSTC / KoPT / CPP Portal in their own interest.

SPECIAL CONDITIONS OF CONTRACT:

7. SCOPE OF SERVICES:

Scope of Work: The service shall be meant for supply and serving of cooked diet for indoor patients admitted in the hospital. Meals shall be served as per menu chart and written instructions / requisition slips issued by the Dietician / Sister-in-Charge of Ward / appropriate authority of hospital at approved time schedules x 7 day basis. The service includes providing all raw materials like grocery, spices, cereals, pulses, fresh vegetables, fruits, egg, milk, toaster, cooking burners range, **LPG cooking fuel** (LPG Cylinders must be of commercial use), microwave oven etc. kitchen appliances and equipment, working tables, fixtures and fittings, trolleys, garbage / kitchen waste disposal bags and bins, utensils etc. required for preparation and distribution of the food items to indoor patients admitted in beds in each ward of hospital. Efficient manpower and supervisory management staff for the smooth running of the service too, shall be provided by the Contractor. **The existing equipments and utensils may be handed over to the vendor but all such materials must be returned intact at the expiry of the contract.**

7.1 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 such utensils / appliances / equipment preferably should be made of best quality stainless steel material.
- 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 hospital. 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



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the competent authority of hospital. Used Utensils as per the list, which are presently in use in the hospital may be provided to the Contractor for the purpose of the contract. If the Contractor avails of any utensils, cooking appliances, food trolley or other equipment from the hospital, he shall submit a list indicating the current usable condition of such items to the hospital authority at the time of taking possession. On termination of his contract he shall return these items, duly matched with the said list to the hospital. 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 hospital.

- iii) All burners of cooking ranges (if owned by the Contractor) shall be of ISI mark burners. All other L.P. Gas parts shall be of good quality branded company and meant for commercial use.
- iv) All the refrigerators and water-coolers etc. shall be of branded company.
- v) All working tops shall be sound dampened by suitable method.
- vi) All equipment shall be complete in all respects and ready to use to the entire satisfaction of the hospital authority, including all accessories, fittings etc.
- vii) All electrical equipment and electrical part(s) of the equipment should be of reputed brands with ISI mark.
- viii) All equipment shall be pre-plumbing tested for electrical insulation and earthing.

7.2 Cooking Fuel: The fuel to be used for cooking will only be LPG CYLINDERS (meant for commercial use) and shall be arranged by the Contractor. 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 hospital under the contract. The ovens which are in use in the Hospital may be provided to the Contractor by the hospital authority for their use for the purpose of the Contract. There will be no escalation of rates if rates of Cooking Gas supplied in LPG cylinders escalate during the Contract period. However, at the end of the contract period, ***the Contractor shall return all the burners taken from the hospital authority.***

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



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7.3 Cleanliness and Fire Safety

- i) The Contractor shall ensure that the indoor patient diet supply service is provided maintaining the highest standard of cleanliness and hygiene with regard to the kitchen site, the utensils and equipment used and the manpower deployed. He should not allow shoes or slippers to enter the kitchen-site. He should use black coloured plastic waste bags of quality approved by the competent authority of hospital to dispose off the waste. He should at all times maintain sufficient stock of the waste disposal bags for disposing garbage as per norms prescribed by the Kolkata Municipal Corporation.
- ii) The cooking should be done maintaining hygienic condition & cleanliness. The Head Cook and other Cookmate will undergo health check up by KoPT Medical Officers once in six month. They must follow the fire hazard norms & ensure that no oven, gas burner etc. are left in a condition where there is a scope for fire hazards. They will perform the following work in addition to housekeeping work which inter alia includes cleaning of kitchen including walls, windows doors, ceilings etc., store & other areas adjacent to it, basins / sinks, baths etc., cleaning of utensils & crockery utilised for cooking, preparation & serving diets in Food Trolley & other related items etc.
- iii) The entire work will be supervised by the dietician and Kitchen incharge. A Register is to be maintained and quarterly certification of service is to be produced by the Contractor.
- iv) At the time of termination of the contract at end of the full contract period or anytime before that, the Contractor shall clear away and remove from the kitchen site all installations, constructional works, surplus materials, rubbish, temporary works of every kind and hand over the site in a clean and workmanlike condition to the satisfaction of the competent authority of the hospital. The rate quoted by the Contractor should include all such contingencies.
- v) The Contractor shall make good at his own cost and to the satisfaction of competent authority of hospital, all defects, shrinkages, settlements or other faults which may appear within 2 (Two) months after termination of contract with him. In case of default, the competent authority of hospital may hire alternative services for such at risk and cost of Contractor. The expenses, damages, losses etc. if any, arising out of such shall be deducted from the bills payable to the Contractor or from his performance security. So, performance security shall be returned to the Contractor only after lapse of two months from date of termination of contract with him.



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7.4 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. Potatoes should be fully peeled before cooking. 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. **The entire work will be supervised by the dieticians and quality of food to be certified by the dieticians.**
- iii) All condiments and cooking medium used should be procured in sealed and branded packets / tins / containers and conform to Agmark Grade 1.
- iv) Rice supplied should be of **IR 36 grade** or superior.
- iv) Pasteurized, homogenized, double toned milk is to be procured in sealed pouches and supplied to the wards in pouches for distribution to patients. If specified by the 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 hospital, the Contractor shall apply for license 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 the hospital. The Food Safety Officer may, as and whenever deemed appropriate by him, enter and inspect the site where Contractor's food is cooked, stored, or where any article of food is manufactured, or stored for distribution, and where any adulterant is manufactured or kept, and take samples of such articles of food or adulterant for analysis.
- vi) The Contractor shall also obtain a Food Licence from the appropriate authority.
- vii) The Contractor shall provide for sufficient numbers of covered **trays** 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. **2 Nos. Hot Food Trolley which are in use in Hospital may be provided to the Contractor for the purpose of the Contract.**



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- viii) He shall maintain sufficient provisions to supply Admission Diet to newly admitted patients **round the clock**. Staff should be present to accept the indent for and serving the said diet.
- ix) The Contractor shall personally present himself for meeting relating to the procurement of raw materials, review of his performance by the competent authority of hospital at intervals stipulated or whenever desired by the said authority. The competent authority of the hospital shall have the right to examine the bills of shopped-items, stock register and other books of accounts of the Contractor for this purpose.
- 7.5 **Indoor patient Diet Register:** The Contractor shall maintain an Indoor Patient Diet Register in the format prescribed as follows. At the end of each month he shall prepare an abstract sheet of meals provided by him to indoor patients admitted to the hospital as per this Register. He shall submit this abstract sheet with Diet Orders / Requisition Slips issued to him for supply of these meals, along with the monthly Contractor's bill to the in-charge of hospital. Entries in the Indoor patient Diet Register shall be authenticated by the Dietitian / Sister-in-Charge of Ward / competent authority of hospital.
- 7.6 **Specimen of Indoor Patient Diet Register:** Entries in the Indoor patient Diet Register shall be authenticated by the Dietitian / Sister-in-Charge of Ward / competent authority of the Hospital.
- 7.7 **Assignment:** The Contractor shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to a second party to perform the contract. In the event of the Contractor contravening this condition, the hospital authority shall be entitled to place the contract elsewhere at risk and cost of Contractor. The Contractor shall be liable for any loss or damage, which hospital may suffer in consequence of or arising out of such replacement and such shall be recovered from the bills payable to him or the Performance Security deposited by him.
- 7.8 **Staff to be deployed by Contractor at hospital:**
As per the Hospital assessment, the total Patient Diet Kitchen Staff required at present are 14 persons including Supervisor, (6 persons per shift i.e. 12 persons per day with 2 persons (15% leave reserve for Off days) Head Cook, Cooks, Cook Mates, Masalchi Distributors & Cleaning personnel etc. However bidders are required to quote minimum man power required to perform the job of outsourcing of dietary services as per price bid Appendix- D



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8 CONTRACTOR'S / BIDDER'S COMMITMENTS:

8.1 The selected contractor will abide by the job safety measures, comply with all the statutory regulations and will indemnify from all demands and/or responsibilities arising out of accidents or loss of life, the cause of which is the contractor's negligence. In such cases the contractor will not hold KoPT responsible or obligated.

8.2 The Contractor shall alone be responsible for payment of wages and all other statutory payments / legal dues payable to its employees, who will be deployed under this contract. The Contractor shall be responsible for compliance and coverage of its employees under all necessary statutory obligations as applicable, e.g. ESI, PF, Central Gov. Minimum Wages Act and bonus etc, and will hold themselves responsible for any misdemeanors. The Contractor shall maintain proper books of account, records and documents and shall produce them to the KoPT authority as and when required. The Contractor shall obtain all requisite approvals, permission, license etc. from the appropriate and competent authorities for meeting its commitment and for complying with the obligations of its part under the contract. **The contractor should also indemnify Kolkata Port trust against any loss or damage to Kolkata Port Trust property by the manpower deployed by the contractor while performing / executing their work.**

NOTE : No Other cost (Gratuity, Staff uniforms allowances, leave wages , holiday wages etc) will be reimbursed by the KoPT.

8.3 The Parties / Contractors interested in providing Dietary services to Centenary Hospital should comply with the Central Minimum wages Act +EPF Contribution+ ESI Contribution+ All statutory allowances as applicable under the law

8.4 If case of any revision (increase/ decrease) in minimum wages or revision in EPF / ESI or GST , KoPT will pay the actual amount only on production of proof of payment and no profit will be allowed on this account. **No other escalation in any account is admissible during the tenure of the contract.**

8.5 The selected contractor will not disclose KoPT's information confidential or otherwise it might have or get access to & which may affect the reputation of the institution, any time to any other parties without the prior permission or authorization of KoPT authority

8.6 He shall maintain a pool of standby staff, so that he can substitute an absentee staff with a reliever of equal status. If the indoor patient diet supplies service in a hospital suffers due to absenteeism of any required worker on any occasion, Liquidated Damages clause of the NIT shall be imposed.



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- 8.7 The deployed staff shall collect indents / diet requisitions from the wards at scheduled times from Dietician / Sister-in-Charge of Ward / appropriate authority of hospital.
- 8.8 They shall prepare and cook the food items as per the indents / requisitions.
- 8.9 They shall provide clean drinking water and cooked food to patients in the wards at scheduled times. They shall wash their hands with soap before cooking food, peeling / cutting vegetables, serving diet to patients etc.
- 8.10 They shall clean the tables, furniture and fixtures, floor and work area of the kitchen before serving meals and after patients finish consuming meals.
- 8.11 They shall clean dishes (American tray) in which the meals are served with clean hot water and eco-friendly branded dish washing powder / soap / liquid before and after serving of meals. The dishes should be served to patients in clean condition after hygienic transport from the kitchen / wash area to the wards.
- 8.12 The deployed staff shall collect food-waste from wards after patients finish consuming the meals and dispose the same along with kitchen waste. They shall collect the food-waste while they collect the used dishes from wards.
- 8.13 They shall dispose the food-wastes from wards and the kitchen-waste in black plastic garbage bags at the place and in mode as per instruction of competent authority of hospital.
- 8.14 The staff supplying food to the patients should be literate and be able to read and act upon diet order/ requisition slips.
- 8.15 The Contractor shall employ adult labour only. Employment of child labour shall render the Contractor liable to termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, **including character and police verification and other formalities.**
- 8.16 The staff deployed by the Contractor must wear proper Photo ID Cards during their duty hours, duly issued with approval of competent authority of hospital. They should wear clean uniforms during their duty hours. The colour and design of such uniform shall be approved by competent authority of hospital. Any staff found without uniform or ID card during duty hours shall be treated as a lapse in the services being provided by the Contractor, liable for deduction of Penalty and other remedies available to the hospital under the contract. The Contractor should provide at least two pairs of approved uniforms to its staff deployed at the hospital. The cost of uniforms and ID cards to workers shall be borne by the Contractor.



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- 8.17 It will be the duty of the Contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, Bylaws, procedures as are lawfully necessary in the execution of the works. The Contractor will be fully responsible for any delay, damage, etc. and shall keep KoPT indemnify against all penalties and liabilities of any kind for non compliance or infringement of such Acts, Ordinances, Rules, Regulations, Bylaws and Procedures, etc.

The aforesaid regulations shall be deemed to be the part of this Contract and any breach thereof shall be deemed to be the breach of the Contract.

- 8.18 The Contractor will abide by the job safety measures, comply with all the statutory regulations and will indemnify from all demands and / or responsibilities arising out of accidents or loss of life, the cause of which is the contractor's negligence. In such cases the contractor will not hold KoPT responsible or obligated.
- 8.19 The staff deployed through Contractor at the hospital shall not claim any benefit, compensation, absorption or regularization of their services in the establishment of the Kolkata Port Trust either under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970 or any other law in vogue and as revised from time to time. The Contractor shall obtain an undertaking from the deployed persons to the effect that the deployed persons are the employees of the Contractor. The Contractor shall submit the said undertaking to the hospital. In the event of any litigation on the status of the deployed staff, the hospital administration shall not be a necessary party. However, in any event, either by the deployed persons or on order of a Court of Law, if the hospital administration is / are made necessary parties in dispute to adjudicate the matter, the Contractor shall reimburse the expenditure borne by the hospital administration for such.
- 8.20 **The Contractor shall be fully responsible for the conduct of his staff.**
- The staff shall not divulge or disclose any details of operational process, technical knowhow, confidential information, security arrangement, administrative matters, to third person(s).
 - The staff deployed should be disciplined, entailed on enforcing prohibition of alcoholic drinks, paan, smoking, loitering without work, gambling etc. any illegal, disruptive, immoral act in the hospital.
 - The staff should be sensitive in dealing with patients and persons accompanying patients and also the public at large visiting the hospital.



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- d. The Contractor and his staff shall take proper and reasonable care and precautions to prevent loss, destruction, waste or misuse in any area within its scope of responsibilities in the hospital, and shall not knowingly lend to any person or identity any of the effects, assets or resources of the health facility, under its control.
- e. Any loss / damage etc. to the property, persons (including to patient-parties) of the hospital due to negligence / any omission or commission on part of Contractor or his staff, established after an enquiry by authorized representative(s) of the hospital authority; shall be recovered from the Contractor through appropriate method without prejudice to any other rights and remedies available to the hospital.
- f. Any misconduct / misbehavior by any staff deployed by the Contractor should be promptly dealt with by the Contractor. If competent authority of the hospital also desires, such staff shall be immediately replaced by the Contractor at his own risk, cost and responsibilities, with written intimation to the competent authority about such move.
- g. Appropriate measures for the health and safety of the Contractor's staff deployed at the hospital should be undertaken by the Contractor regularly. A report regarding the same shall be submitted by the Contractor to the in-charge of hospital every six months. All food handlers should be declared free from (i) carrier status of Salmonella, (ii) Tuberculosis, (iii) Carrier status of ova, parasites and cysts in stools etc.
- h. Appropriate kitchen, catering and behavioral training to the deployed staff shall be provided by the Contractor.
- i. The attendance sheet in respect of the staff deployed at hospital shall be authenticated daily by the Dietician of the hospital. The attendance sheet shall be submitted by Contractor along with the monthly bill payable to him by the Medical Dept. The Contractor shall compulsorily report in writing to competent authority of hospital about absence from duty of any of its deployed staff due to sickness.

8.21 Supervision and Control

The entire supervision of the dietary service including stock and food supply will be done by the dietician daily under the over all control of the Officer to be authorized by CMO. A coordinator by the Contractor will communicate with the dietician for smooth dietary services to the patients.

8.22 Commencement of Service:

The Contractor shall commence providing his service within 30 (Thirty) days from date of notification of Award of Contract for this tender or the date of handing over of the



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indoor patient diet kitchen site at the premises of the hospital to him, whichever is earlier. Time is the essence of the contract and should be strictly adhered to by the Contractor.

9. **CLIENT SUPPORT:**

Kitchen I/C or in his absence such other officer as may be nominated by the Chief Medical Officer, KoPT will be the Nodal Officer. He will provide necessary instructions, information and support to the Contractor for this assignment. The Supervisor will report to the Nodal Officer and work in close association with him and as per his instruction. KoPT shall provide the following facilities to the Contractor.

- (i) One / two Store Room(s) free of license fees and one wooden / steel almirah & rack
- (ii) Power and water supply free of cost to the Contractor for the purpose of cooking only.
- (iii) Used Utensils as per Tender clause 12.6, 2 Nos. Hot Food Trolley, 1 No. Trolley (for clearance) which are presently in use in the hospital.
- (iv) Canteen facilities where the staff / workers of the Contractor can get meal / snacks at their own cost at per KoPT rate between 9:00 am and 2:00 pm.
- (v) Emergency outdoor treatment to the staff / workers of the Contractor at the Centenary Hospital, on payment of charges as per schedule.
- (vi) In order to ensure uninterrupted supply of foods to the patients during Bandh/ Strike/ Natural calamities , prospective contractor may be offered some kind of accommodation (like barrack/ mess) against license fee if they so desire.

10. **DURATION OF ENGAGEMENT:** The above mentioned job contract will be for a period of Two years from the date of commencement of work.

11. **DEMNOSTRATION CLAUSE:** During the evaluation of Techno-Commercial Bid of the respondent Firm/s, the Chief Medical Officer at his discretion may ask the Bidder/s to make arrangement to Inspect one or more Sites of their other Client/s, where their Contract of similar nature is / are going on, by a Technical Committee to be formed by the Chief Medical Officer. The result of inspection will have a bearing on the technical evaluation. The transport arrangement of the Committee members will be arranged by KoPT.

12. **SCHEDULE TIME FOR DISTRIBUTION OF MEAL**

- a) Morning Tea within 7.00 to 7.30 a.m



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- b) Breakfast within 8.00 a.m
- c) Lunch within 12.00 noon
- d) Evening Tea within 4.00 p.m
- e) Dinner within 7.30 p.m

12.1 **SPECIFICATIONS OF DIET:** In addition to the specifications of diets listed as follows, the Contractor shall provide any special diet(s) as and when directed and also help the Dietitian / appropriate authority of the hospital in preparation of the Diet Menu.

12.2 **Diet Scales (Prescribed):** All weights are of raw uncooked materials. The daily diet menu will be prepared by the competent authority of hospital and handed over to the diet Contractor for compliance. The amounts as prescribed in the diet scale are to be used as raw materials for preparation of the cooked meals as per menu. The hospital will be at liberty to make alterations in the diet menu while adhering to the raw materials in the prescribed diet scale.

12.3 **Commodity Standard (Equivalent brands are indicative of quality of raw materials to be used)**

- a. Good quality Rice,
- b. Lentil Dal Medium grade
- c. Moong dal Medium grade
- d. Arhar Dal Medium grade.
- e. Biscuit Thin Arrowroot / Marie / Cream Cracker of standard brand.
- f. Fish (Ruhi / Katla) 2 Kg. dressed size, without head, fins, gills and entrails.
- g. Chicken (Net) 1 to 1-1/2 kg. dressed size with breast and leg.
- h. Egg (Poultry) Poultry egg, weight not less than 50 gms
- i. Wheat Flour standard branded quality
- j. Mustard Oil in 1 Ltr. Pack of Branded quality, free from Argemone oil,
- k. Potato
- l. Sugar (to be supplied in pouch)
- m. Vegetables Fresh, seasonal



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- n. Sliced Loaf Bread, Equivalent to White Sliced sandwich Bread, Machine made bread sliced by automatic machine and machine packed in waxed paper or plastic wrapper to completely enclose the bread. (Preferred Brand: Modern / Britannia
- o. Banana. Green Singapori, just ripe, Weight not less than 120 grams.
- p. Amul Butter (in pouch of 10 Grams) / Jam of renowned branded quality in pouch of 10 grams.
- q. Channa 50 Gms. from Double toned Milk.
- r. Milk (Cow's milk) in pouch Equivalent to **renowned Dairy's** Double Toned milk
- s. Salt (iodized) Equivalent to Branded good quality iodized salt
- t. Sweet Curd / Sour Curd in 100 grams pouch of **renowned Dairy's**.
- u. Spices to be used in Packet of Grade 1 with Ag Mark certification.

All packed food to be supplied within the best before dates and nutrition at Information.

12.4 Suggested Vegetables for serving:-

Vegetables / Legumes that can be served round the year: Potato, Sweet Pumkin, Bitter Gourd, Corriander Leaves, Papaya, Brinjal, Carrot, Beet, Soy Chunk, Bengal Gram, Dal Bori, Chola, Rajmah, Tomato, Chilli, Lime, Green Banana.

Vegetables that can be served during April to September: Ladiesfingers, Parwal, Sweet Potato, Ridgegourd, Wax Gourd, Pointed Gourd, Gourd, Barbati, Drumstick.

Vegetables that can be served during October to March: Cabbage, Cauliflower, Seem, Radish, Beans, Spinach.

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

12.5 DIET SCHEDULE OF PATIENTS

A] **Admission Diet (Diet Scale)**

Minimum diet portion to be supplied

Approved Type of Diet	Serving Quantity
ADMISSION DIET (Throughout the day)	Boiled Milk 200 ml. Singapuri Banana ripe 120 gram. Toasted Sliced Bread 50 gram.Egg boiled 1 no



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Sugar in packet 10 gms.			
Approved Type of Diet		For Vegetarian Serving Quantity	For Non-Vegetarian Serving Quantity
"A"	Morning Tea. (7.00 to 7.30 a.m)	Tea-1 Cup	Tea-1 Cup
	Breakfast (8.00 a.m)	Fruit — 2 Nos. (in the form of Juice)	Fruit — 2 Nos. (in the form of Juice)
	Lunch (12 Noon)	Vegetable Soup (100 gm vegetables), Dal Soup (Dal-25 Gm.)	Vegetable Soup (100 gm Vegetables), Chicken- Soup (Chicken 50 gm.)
	Evening Tea (4.00 p.m)	Milk 200 ml.	Milk 200 ml.
	Dinner (7.30 p.m.)	Vegetable Soup (100 gm Vegetables), Dal Soup (Dal-25 gm.) <u>7.30 p.m</u> Milk- 200 ml.	Vegetable Soup (100 gm Vegetables), Chicken- Soup (Chicken 50 gm.) <u>7.30 p.m</u> Milk- 200 ml.
		Cal: 733 K Cal, CHO: 133 Gm., Pro 30 Gm, Fat: 9 Gm.	Cal: 790 K Cal, CHO: 135 Gm., Pro 40 Gm, Fat: 10 Gm.
Approved Type of Diet		For Vegetarian Serving Quantity	For Non-Vegetarian Serving Quantity
" B" DIET	Morning Tea. (7.00 to 7.30 a.m)	Tea- 1 Cup, Biscuit - 2 Nos.	Tea- 1 Cup, Biscuit - 2 Nos.
	Breakfast (8.00 a.m)	Milk-200 ml., Toasted Bread-2 Slices, Jam / Butter- 10 gm., Banana- 1 No., Channa 50 Gms. (Double toned Milk)	Milk-200 ml., Toasted Bread-2 Slices, Jam / Butter- 10 gm., Banana- 1 No., Egg- 1 No.
	Lunch (12 Noon)	Rice 85 gm., Dal 25 gm.	Rice 85 gm., Dal 25 gm.



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		Vegetables- 55 gm., Potato- 55 gm. Curd- 100 gm., Lime- $\frac{1}{4}$ th No.	Vegetables 55 gm., Potato- 55 gm. Fish- 50 gm., Lime- $\frac{1}{4}$ th No.
	Evening Tea (4.00 p.m)	Tea- 1 Cup, Biscuit - 2 Nos. Orange / Sweet Lime / Apple - 1 No.	Tea- 1 Cup, Biscuit - 2 Nos. Orange / Sweet Lime / Apple - 1 No.
	Dinner (7.30 p.m.)	Rice or Atta 85 gm., Dal 25 gm., Vegetables 55 gm., Potato 55 gm., Curd- 100 gm. Lime $\frac{1}{4}$ th No. 7.30 p.m: Milk.- 200 ml.	Rice or Atta 85 gm., Dal 25 gm., Vegetables 55 gm., Potato 55 gm., Fish 50 gm., Lime $\frac{1}{4}$ th No. 7.30 p.m: Milk - 200 ml.
		2000 K Cal, CHO 300, Pro. 60 Gm. Fat 59 Gm.	2132 K Cal, CHO: 325 , Pro 70 Gm, Fat: 62 Gm.

Note: B Diet for Children: All amounts of B Diet will be halved except Fish, Egg, and Fruit which will be served in full.

Approved Type of Diet		For Vegetarian Serving Quantity	For Non-Vegetarian Serving Quantity
"C" DIET	Morning Tea. (7.00 to 7.30a.m)	Tea- 1 Cup, Biscuit-2 Nos.	Tea- 1 Cup, Biscuit-2 Nos.
	Breakfast (8.00a.m)	Milk-200 ml., Toasted Bread-2 Slices, Jam / Butter - 10 gm., Banana- 1 No., Channa 50 Gms. (Double toned Milk)	Milk-200 ml., Toasted Bread-2 Slices, Jam / Butter- 10 gm., Banana- 1 No., Egg- 1 No.
	Lunch (12 Noon)	Rice 150 gm., Dal 25 gm. Vegetables- 85 gm., Potato- 85 gm. Curd- 100 gm., Lime- $\frac{1}{4}$ th No.	Rice 150 gm., Dal 25 gm. Vegetables 85 gm., Potato- 85 gm. Fish- 100 gm., Lime- $\frac{1}{4}$ th No.
	Evening Tea (4.00 p.m)	Tea- 1 Cup, Biscuit - 2 Nos.	Tea- 1 Cup, Biscuit - 2 Nos.



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	Dinner (7.30 p.m)	Rice or Atta 150 gm., Dal 25 gm., Vegetables 85 gm., Potato 85 gm., Curd- 100 gm. Lime $\frac{1}{4}$ th No.	Rice or Atta 150 gm., Dal 25 gm., Vegetables 85 gm., Potato 85 gm., Fish / Chicken 100 gm., Lime $\frac{1}{4}$ th No.
		2500 K Cal, CHO : 410.82 Gm., Pro: 70 Gr. Fat: 63 Gm.	2700 K Cal, CHO: 412.82 Gm., Pro 107 Gm, Fat: 68 Gm.

Note: C Diet for Children: All amounts of C Diet will be halved but Egg and Fruit to be served in full.

Approved Type of Diet		For Vegetarian Serving Quantity	For Non-Vegetarian Serving Quantity
D1 -DIET	Morning Tea. (7.00 to 7.30 a.m)	Tea- 1 Cup without sugar, Biscuit- 1 No.	Tea- 1 Cup without sugar, Biscuit-1 No.
	Breakfast (8.00 a.m)	Milk-200 ml. without Sugar, Toasted Bread - 2 Slices, Cucumber - 1 No.	Milk-200 ml. without Sugar, Toasted Bread - 2 Slices, Cucumber - 1 No.
	Lunch (12 Noon)	Rice or Atta 60 gm., Dal 25 gm. Vegetables- 165 gm. (without Potato), Curd- 100 gm., Lime- $\frac{1}{4}$ th No.	Rice or Atta 60 gm., Dal 25 gm. Vegetables- 165 gm. (without Potato), Fish- 50 gm., Lime- $\frac{1}{4}$ th No.
	Evening Tea (4.00 p.m)	Tea- 1 Cup (without sugar), Biscuit- 1 No., Cucumber - 1 No.	Tea- 1 Cup (without sugar), Biscuit- 1 No., Cucumber - 1 No.
	Dinner (7.30 PM)	Rice or Atta 60 gm., Dal 25 gm., Vegetables 165 gm. (without Potato)., Curd- 100 gm. Lime $\frac{1}{4}$ th No.	Rice or Atta 60 gm., Dal 25 gm., Vegetables 165 gm., (without Potato), Fish / Chicken 50 gm., Lime $\frac{1}{4}$ th No.
		1528 K Cal, CHO 200 Gr. Pro: 45 Gm., Fat: 59 Gm.	1600 K Cal, CHO: 225 Gm. , Pro 58 Gm, Fat: 55 Gm.
Approved Type of Diet		For Vegetarian Serving Quantity	For Non-Vegetarian Serving Quantity
"D2" DIET	Morning Tea. (7.00 to	Tea- 1 Cup (without sugar), Biscuit- 1 No.	Tea- 1 Cup (without sugar), Biscuit-1 No.



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	7.30 a.m)		
	Breakfast (8.00 a.m)	Milk-200 ml. without Sugar, Toasted Bread - 2 Slices	Milk-200 ml. without Sugar, Toasted Bread - 2 Slices
	Lunch (12 Noon)	Rice or Atta 50 gm., Dal 25 gm. Vegetables- 110 gm. (without Potato), Curd- 100 gm., Lime- $\frac{1}{4}$ th No.	Rice or Atta 50 gm., Dal 25 gm. Vegetables- 110 gm. (without Potato), Fish- 50 gm., Lime- $\frac{1}{4}$ th No.
	Evening Tea (4.00 P.M.)	Tea- 1 Cup (without sugar), Biscuit- 1 No., Cucumbar - 1 No.	Tea- 1 Cup (without sugar), Biscuit- 1 No., Cucumbar - 1 No.
	Dinner (7.30 PM)	Rice or Atta 50 gm., Dal 25 gm., Vegetables 110 gm. (without Potato), Curd- 100 gm. Lime $\frac{1}{4}$ th No.	Rice or Atta 50 gm., Dal 25 gm., Vegetables 110 gm., (without Potato), Fish 50 gm., Lime $\frac{1}{4}$ th No.
		1300 K Cal, CHO 180 Gr. Pro: 40 Gm., Fat: 38 Gm.	1400 K Cal, CHO: 200 Gm. , Pro 55 Gm, Fat: 42 Gm.
Approved Type of Diet		For Vegetarian Serving Quantity	For Non-Vegetarian Serving Quantity
"E"	Morning Tea. (7.00 to 7.30a.m)	Tea- 1 Cup, Biscuit- 1 No.	Tea- 1 Cup, Biscuit-1 No.
	Breakfast (8.00 a.m)	Milk-200 ml., Toasted Bread - 2 Slices, Papaya / Guava / Apple- 1 No.	Milk-200 ml., Toasted Bread - 2 Slices, Papaya / Guava / Apple- 1 No.
	Lunch (12 Noon)	Rice or Atta 50 gm., Dal 25 gm. Vegetables- 100 gm., Potato- 50 gm., Curd- 50 gm., Lime- $\frac{1}{4}$ th No.	Rice or Atta 50 gm., Dal 25 gm. Vegetables- 100 gm. Potato - 50 gm., Fish- 25 gm., Lime- $\frac{1}{4}$ th No.
	Evening Tea (4.00 p.m)	Tea- 1 Cup, Biscuit- 1 No.,	Tea- 1 Cup, Biscuit- 1 No.
	Dinner (7.30 PM)	Rice or Atta 50 gm., Specified Vegetables 100 gm. Potato-50 gm., Lime $\frac{1}{4}$ th No.	Rice or Atta 50 gm., Specified Vegetables 100 gm. Potato-50 gm., Lime $\frac{1}{4}$ th No.



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		CAL: 1174 K Cal, CHO 170 Gm, Pro 30 Gm. Fat: 40 Gm.	CAL: 1184 K Cal , CHO 170, Pro 35 Gm., Fat: 40.5 Gm.
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Note:

- The quality of Orange / Musumbi requires to be served should be juicy and weight not less than 120 grams (Weight of 10 Nos. 1.2 Kg)
- Each Cucumbar / Papaya / Guava / Apple to be supplied should not be less than 120 gms. in weight.
- Consumption of Spices:

12.6 Used Utensils which can be provided to the Contractor for the purpose of the Contract

Sl.No.	List of Utensils	Quantity
1	ALUMINIUM DEKCHI (20")	2 Nos.
2	ALUMINIUM DEKCHI (18")	2 Nos.
3	ALUMINIUM DEKCHI (16")	2 Nos.
4	ALUMINIUM DEKCHI (10")	5 Nos.
5	STAINLESS STEEL DEKCHI(18")	2 Nos.
6	STAINLESS STEEL DEKCHI(16")	2 Nos.
7	STAINLESS STEEL DEKCHI(14")	2 Nos.
8	STAINLESS STEEL DEKCHI(12")	6 Nos.
9	STAINLESS STEEL DEKCHI(10")	9 Nos.
10	STAINLESS STEEL FRYING PAN (12")	1 No.
11	STAINLESS STEEL SAUCE PAN(12")	1 No.
12	STAINLESS STEEL SAUCE PAN(10")	1 No.
13	STAINLESS STEEL GAMLA (24")	2 Nos.
14	FOOD TRAYS	117 Nos.
15	STEEL BOWLS	100 Nos.
16	IRON BOTI	2 Nos.
17	TAWA	1 No.



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18	KARAI (14")	2 Nos.
19	CURRY STONE, MULLER	1 No.
20	REFRIGERATOR 290 Ltrs.	1 No.
21	BLUE STAR FREEZER	1 No.

13 **ASSESSMENT OF TECHNO-COMMERCIAL BIDS:**

Since it is a service oriented job contract, the bidder may have to arrange for inspection of similar job, as mentioned in the tender, being carried out at one or more suitable places, if asked for by the Chief Medical Officer for the purpose of assessment of the Techno Commercial offer.

The techno-commercial offer will be assessed based on the followings:

- Bidder fulfilling the Special Conditions of Contract and agreeing to all the other Terms & Conditions of Contract.
- Result of inspection of similar job contract done at other institutions as will be demonstrated by the Contractor and/or from the documentary evidences submitted for the evaluation of services offered, by a committee constituted by the KoPT authority.
- Firm's experience in the field of Dietary Services in medical institution / industry & ability to provide relevant manpower as defined in "similar works".
- Financial standing of the Bidder: Annual report (Audited Balance Sheet & Profit & Loss Account) of last three (3) years.
- Scheme of Work Plan :-
 - Scheme of use of tools, equipments, materials & disposal of wastes with frequency in different areas.
 - Patients compliant handling and grievance redressal mechanism & customer satisfaction evaluation plan.

14. **PRICE**

- Dietwise sum total **including Fuel Cost** per month of all types of diet must be quoted in the price bid against the respective header in the online price bid as per APPENDIX - C . and Detailed break up of Price must be submitted by the L1 bidder after opening the price bid.
- Service charges should be quoted in % of Central Minimum wages and the amount so obtained will be fixed during the period of the contract of two years.



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- c) Sum total of Diet rates per month will be based on actual number of meals served category wise diets within the month.
- d) No price escalation is admissible during the period of Contract.
- e) Price Bid should be **FREE FROM ANY EXTRANEIOUS CONDITIONS.**

15. **VALIDITY OF OFFER:** The offer should be VALID for a period of not less than 120(One hundred twenty) days from the date of opening of the PRICE BID. Withdrawal of the tender within this period will entail in forfeiture of the earnest money.

16. **EVALUATION CRITERIA:**

Evaluation of the tender shall be made on the lowest Price offer of sum of row C to F of Price Bid **Appendix D** Service charges to be quoted corresponding to the percentage of minimum wages will remain fixed through out the tenure of the contract. **The amount of service charges calculated based on the quoted percentage of L1 bidder at the time of commencement of the contract will remain fixed during the period of contract despite revision of the Minimum wages or increase / decrease in number of personnel to be deployed during the period of contract.**

Note : 1) **Amount** of Service charges computed on the basis of service charges % of L1 bidder (**Row D of Price bid**) will remain fixed during the period of the contract.

2) Sum total of Diet rates per month for average no. of patients admitted as per BOQ Annex-C (based on the average patients admitted in 4 months) will be taken , quoted on Row E of Price bid **for evaluation purpose only.** However monthly Payment will be made based on **actual number of meals served category wise diets** within the month during the period of contract. This may be clarified by the following chart.

Dietary Services	Rates of A Type Diet Per day in Rs.		Rates of B Type Diet Per day in Rs.		Rates of C Type Diet Per day in Rs.		Rates of D1 Type Diet Per day in Rs.		Rates of D2 Type Diet Per day in Rs.		Rates of E Type Diet Per day in Rs.		Average Patients per month of all types of Diet per month in (A to E)
	Veg	Non Veg	Veg	Non Veg	Veg	Non Veg	Veg	Non Veg	Veg	Non Veg	Veg	Non Veg	
Average per month Patients for the last 4 months	2	60	153	1385	9	311	75	586	0	1	20	130	2732 Nos



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No of Patients x Rates of diet	To quote	To quote	To quote	To quote	To quote	To quote	To quote	To quote	To quote	To quote	To quote	To quote	To quote	Rs. _____
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3)The Cost of Admission Diet per Patient will be considered for the purpose of evaluation of Price Offer as the number of meals required to be served is unpredictable. For evaluation purpose Vendor will quote admission diet for 20 patients per month against the Row F of Price bid.

17. **SECURITY DEPOSIT:** The tender is subject to Security Deposit for an amount of Ten percent (10%) of Sanctioned value of the Contract for **two years** which is to be submitted by the successful bidder either by Demand Draft / Pay Order / Banker's Cheque drawn on a Nationalized bank and in favour of Kolkata Port Trust payable at Kolkata and to be submitted with the Treasurer of Kolkata Port Trust, 15, Strand Road, Kolkata-700 001 and the self attested photo copy of Treasury receipt is to be submitted to Medical Dept. or in the form of Bank Guarantee (**Valid for 26 months**) issued by any Nationalized Bank having its branch at Kolkata. The said Bank Guarantee should be confirmed by the branch at Kolkata and the Executing Bank. To ensure due performance of the contract, Security deposit should be furnished within 30 days from the date of placement of order and the said amount will be retained by the Port Authority as Security Deposit.
 - a) Security Deposit should remain valid for a period of 60 days in excess of / beyond the date of completion of all contractual obligations of the supplier including Warranty period.
 - b) The Security Deposit so deposited will be refunded without any interest only after 60 days from the date of successful completion of Contract Period of two years.
 - c) The proceeds of the Security Deposit shall be payable to the Kolkata Port Trust as compensation towards any loss resulting out of the Vendor's failure to execute the Contract.
18. **WORKMEN COMPENSATION:** The successful bidder must cover his employees / workers, who will be engaged for the performance of the Contract at Centenary hospital site, under Workmen Compensation Act, Fatal Accident Act and Personal Injuries Insurance Act. for protection against any physical injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.
19. **SIGNING OF AGREEMENT & COMMENCEMENT OF WORK:**
 - a) The successful bidder will enter into a formal agreement with KoPT, before the start of the contract & shall commence work within 15 days from the date of receipt of



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Award of Contract. All costs, charges and expenses including the stamp duty payable in connection with this Contract will be borne by the bidder.

- b) If the selected bidder withdraws his bid and fails to enter into the agreement, his order shall be liable to be cancelled and his EMD, accordingly, will be forfeited.

20. **TERMS OF PAYMENT:** Payment will be made on the basis of actual number of meals served categorywise diets within the month and all other cost as per price bid. Such payment will be made within one month of submission of Bill for the relevant month in triplicate, which is complete in all aspects, on monthly basis through ECS / RTGS, subject to certification by the Sr. Dy. C.M.O / Nodal Officer, that the performance of the Contractor was satisfactory & as per agreement.

Along with the above bill the contractor shall certify and submit the following documents in duplicate, too:-

- An abstract sheet of meals supplied to indoor patients during the month along with the Diet Order / Requisition Slips issued to him for supply of these meals by the Dietician / Sister-in-charge of Ward / appropriate authority, should be prepared by him in format of the Indoor Patient Diet Register, as mentioned in **Clause 7.3 subclause iii** of this tender document. The abstract sheet shall be checked and verified by the Dietician / Sister-in-Charge of ward / appropriate authority of the hospital. After verification, such authorities shall sign / countersign on the abstract sheet and on the bill submitted by the contractor with certificate that the meals enlisted have duly been served and the indoor patient diet supply service duly rendered satisfactorily by the contractor for the period claimed in the bill.
- Self declaration, "**We are complying with all statutory Labour laws in vogue and as amended upto- date, including minimum wages as per the Rates of Wages fixed under the Central Minimum Wages Act.**"
- Details of any other benefits, facilities etc. availed by him during the billing period from the hospital, appropriate consumption charges for which shall be deducted from his monthly Contractor's bill.
- A photocopy of the observations recorded in the Kitchen Inspection Register per billing period as detailed in Section III, Clause 8 of this tender document.
- Medical fitness certificates of Contractor's deployed staff every six- months.
- Payment shall be released to the Contractor after deduction of Income Tax deductible at source and other statutory deductions as per the Rules.



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21. TAXES & DUTIS:

- (i) The price quoted shall be including all taxes and duties excluding GST which will be paid extra at actuals
- (ii) Supplier/ Service Provider to confirm that GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- (iii) The supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules , regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payments to supplier/ Service Provider to the extent of GST relating to invoice/ s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and the credit of GST
- (iv) so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
- (iv) Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to non compliance of Tax laws by the supplier/ Service Provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier / Service Provider shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- (v) Supplementary invoices/ Debit Note/ Credit note for price Revisions to enable Kolkata Port Trust to claim tax credit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- (vi) Purchase Order/ Work Order shall be void , if at any point of time you are found to be a black listed dealer as per GSTN rating System and further no payment shall be entertained.

22. LIQUIDATED DAMAGE:

- a) If the Contractor fails to commence the work within 30 days from the receipt of Award of Contract or such extension thereof as communicated by the Chief Medical



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Officer in writing, the Contractor shall pay as compensation (Liquidated Damage) to KoPT and not as a penalty, $\frac{1}{2}$ % (half percent) of the total value of work (Contract Price) as mentioned in the Letter of Acceptance of the tender/offer, for every week of delay or part thereof provided always that the amount of such compensation shall not exceed 10% of the said value of work.

- b) Without prejudice to any of its legal rights, KoPT shall have the power to recover the said amount of compensation /damage from any money due or likely to become due to the Contractor. The payment or deduction of such compensation /damage shall not relieve the Contractor of the obligation to commence the work or from any of his other obligations / liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Chief Medical Officer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum of three days' notice in writing has been given to the Contractor by the Chief Medical Officer or his Representative.

23. Force Majeure:

- a) Notwithstanding the provisions contained in clauses, the Contractor shall not be liable for imposition of any such sanction so long the delay and/or failure of the Contractor in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this clause, Force Majeure means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- c) If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 3 (Three) days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either



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party may at its option terminate the contract without any financial repercussion on either side.

- e) In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the Contractor accordingly and subsequent actions taken on similar lines described in above sub clauses.

24. **TERMINATION OF CONTRACT:**

- a) Without being liable for any compensation to the Contractor, KoPT, in its absolute discretion, may terminate the contract and expel the Contractor after giving the Contractor a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and the decision of the KoPT in this respect, as communicated by the Chief Medical Officer shall be final and conclusive:
- (i) The Contractor has abandoned the contract.
 - (ii) In the opinion of the Chief Medical officer, the work / service rendered / man & materials supplied is consistently not satisfactory & not conforming to the contract.
 - (ii) The Contractor has failed to commence the work or without any lawful excuse under these conditions, has kept the work suspended **for a day** despite receiving Chief Medical Officer's or his Representative's written notice to proceed the work.
 - (iii) The Contractor or any one employed under him not complying with the statutory regulations/rules or found criminally indicted or committing any serious misconduct.
 - (iv) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
 - (v) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any officer, servant or representative of the Trustees for the Port of Kolkata or to any person on his or their behalf in relation to obtaining or to the execution of the contract.
 - (vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsorily or voluntarily.
- b) Upon receipt of the letter of termination of work, which may be issued by the Chief Medical Officer on behalf of the KoPT (Trustees), the Contractor shall hand over all tools, materials/stores, rooms etc. issued to him within seven (7) days of receipt of such letter.
- c) In all such cases of termination of work, KoPT (Trustees) shall have the power to complete the work through any other agency at the Contractor's risk and expenses and



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the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the whole period of the work in accordance with the contract.

d) Upon termination of the contract, the Contractor shall be entitled to receive payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials supplied conform to terms of the contract. The payment for work shall be based on the actual work done and priced at approved contract rates or other rates, as decided by the Chief Medical Officer. The decision of the Chief Medical Officer in all such cases shall be final, binding and conclusive.

e) The KoPT (Trustees) shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's Liabilities to the Trustees and known in all respect.

25. PENALTY:

If after the contract has been awarded, the Contractor during the period of contract fails to comply with the following then penalty will be imposed for non compliance of the terms of contract as under, in addition to the **clauses & sub clauses at 22** which will also be applicable

- a) In the event of Contractor's failure (i) to supply meals, (ii) to carry out related contractual jobs on any day / days, (iii) quality of food as prescribed, KoPT will have recourse to make an alternative arrangement and a penalty double the amount so spent on this account shall be recovered from the Contractor and he will have to pay back that amount within two weeks to make up the deficiencies failing which the same shall be recovered from the outstanding bill.
- b) In case of seven days consecutive failure as mentioned hereinabove on the part of the Contractor, the Contract shall be terminated without any notice and the Bank Guarantee will be invoked.

26. COMPENSATION:

- a. For any loss or damage caused to the property of the Hospital by the Contractor or his workers, the Contractor shall be liable to pay compensation to the extent to be decided by Chief Medical Officer or his authorized representative.
- b. The Contractor, in addition to fine, shall also be liable to compensate the KoPT of any liability which may fall on KoPT for breach of any term of the contract or for violation of provision of the contract by him during his tenure as Contractor.



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The penalty will be realised from any dues / pending bills of the Contractor or the Contractor will have to deposit the same to the Trustees.

27. **General / Miscellaneous Clauses**

- a) Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Contractor on the one side and KoPT on the other side, a relationship of master and servant or principal and agent.
- b) Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- c) The Contractor shall notify KoPT of any material change that would impact on performance of its obligations under this Contract.
- d) The Contractor shall, at all times, indemnify and keep indemnified KoPT against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/its associate/affiliate etc.
- e) All claims regarding indemnity shall survive the termination or expiry of the contract.

28. **ARBITRATION:** Disputes if any arises out of this agreement will be settled by way of machinery of arbitration as per the Arbitration and Conciliation Act. 1996.

29. **JURISDICTION:** The contract will be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.

Encl : Appendices - A To D, D1 and Annex- M

Chief Medical Officer



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CHECK LIST

Note: This Check list to be submitted along with the Techno-Commercial Bid duly filled in and signed with official Seal. Separate sheet may be used, if required, to declare anything relating to this tender. Page No of each uploaded document must be mentioned.

1	Whether original Tender papers have been duly signed, stamped and Uploaded with the Techno-Commercial Bid, mentioning the number of Uploaded papers.	Yes/No
2	Whether photo copies of Trade License / Certificate of Incorporation / Income Tax PAN, GST Registration/ Audited Balance Sheet and Profit & Loss A/c for the last three years ending 31/03/2017, ESI & EPF Reg. Certificates have been Uploaded in Techno-Commercial Bid of the E-Tender.	Yes/No
3	Whether particulars of purchase of Tender Document and Earnest Money Deposit are Uploaded with the Techno-Commercial Bid.	Yes/ No
4	Whether the documents viz. Order Copy / Performance Certificate / Satisfactory Work Experience Certificate are Uploaded with the Techno-Commercial Bid.	Yes/ No
5	Whether separate letter confirming Unconditional Acceptance of all Tender Conditions is Uploaded with the Techno-Commercial Bid.	Yes/ No

Authorized Signatory of the Tenderer
(with official Seal and date)



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APPENDIX-'A'

[To be uploaded in Techno - Commercial Bid]

Name of the Firm / Bidder: _____

Name of the Authorized Signatory: _____

Official Address: _____

Phone No.: _____ FAX: _____

E-Mail: _____ Cell Phone No.: _____

Trade License No.: _____ (Attach attested Photocopy)

PAN / TAN _____ (Attach attested Photocopy)

Bank Particulars: Name of the Bank & Branch _____

Account Type: _____ A/C No.: _____

MICR No: _____ IFS Code No.: _____

DECLARATION

We have examined carefully, read and understood the above Terms and Conditions, Specifications and General Conditions of Contract. We hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications, Bill of Quantities, General Conditions of the Contract and the Terms and Conditions as stated in the tender and at rates and prices set out in the annexed Bill of Quantities within the time period as stated in the tender. In the event of our tender being accepted in full or in part, We also hereby agree that the said Tender, Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the tender together with the acceptance thereof in writing by or on behalf of the Trustees shall form the Contract.

It is hereby confirmed that the Copy of tender being uploaded in the techno-commercial bid of the tender is Identical to the one downloaded from KoPT's / MSTC's web site / Central Public Procurement Portal. In case the same is found altered / modified in any way, we will be held responsible and our offer will be liable for rejection forthwith and we may also be barred from participating in future tender of KoPT without any reference to us.

It is also declared that our Concern was never been banned or de-listed by any Government or, Quasi-Government Agency or PSU. If the declaration is found incorrect in future, our offer will be liable for rejection.

Offer No. _____

Date: ____ / ____ / 2018

Place: _____

Signature of the Authorized Signatory of the Tenderer
(with official Seal and date)



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APPENDIX 'B'

TECHNO-COMMERCIAL SPECIFICATIONS AND SCHEDULE OF SERVICE

[To be uploaded in Techno-Commercial Bid]

The bidder may attach additional pages for the job specifications of the Dietary Services required at the Centenary Hospital. Each of the Uploaded pages must be duly Notarised.

Sl. No.	Job Specifications
1	Details in respect of the background of the Contractor's past experience, Certificates from clients in respect of assignments executed in the past, current assignments, Curriculum Vitae (CV) of the Supervisor to be assigned for the contract.
2	Number of Staffs to be deployed category wise, shift wise to be defined.
3	Job schedule of each category of staff to be deployed
4	Scheme of training and development of workers for improving performances
5	Crisis/ emergency management plan, Patient handling, grievance redresser etc.
6	Financial standing with documentary evidences.
7	Any other relevant information not covered.

Offer No. _____

Signature of the Authorized Signatory of the
Tenderer

Date: ____ / ____ / 2018

(with official Seal and date)

Place:



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APPENDIX-'C'

BILL OF QUANTITIES

[TO BE SUBMITTED IN PRICE BID]

[In the event of the BOQ Form partly or wholly filled up appearing in Techno-Commercial Bid than the Price Bid this will make the tender Offer informal and liable to be rejected.]

1	2	3												4	5
Sl.	Schedule	Types of Diet													
1	Dietary Services	Rates of Diet (as per the schedule) per Patient per day in accordance with the Terms and Conditions of the Tender No. MED / PR / ADVT / 284 / 18-20 / 674 Dated 20/06/2018												Total Amount of all types of Diet per Day in (Rs) (.A to E)	Total Amount per Month considering 30 days per month in (Rs)
		Rates of A Type Diet Per day in Rs.		Rates of B Type Diet Per day in Rs.		Rates of C Type Diet Per day in Rs.		Rates of D1 Type Diet Per day in Rs.		Rates of D2 Type Diet Per day in Rs.		Rates of E Type Diet Per day in Rs.			
		Veg	Non Veg	Veg	Non Veg	Veg	Non Veg	Veg	Non Veg	Veg	Non Veg	Veg	Non Veg		
2.	Rate of Admission Diet														
3.		Total amount in Rs.													

PRICES NOT TO BE QUOTED HERE

(i) GST as applicable will be paid extra,at actual..

WITNESSED BY:-

Name & Address : _____

Authorized Signatory of the Tenderer
(with official Seal and date)



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ANNEX- M

On the Rupees Ten Non - Judicial Stamp Paper

AFFIDAVIT

I Son ofaged about.....year, by birth By occupation residing at , do hereby solemnly affirm and declare as follows:-

1. THAT I am the proprietor/ partner of , having office at and carrying on business on the said name and style.
2. THAT in no circumstances / eventuality the schedule for supply of diet to the patients at the correct time will be violated.
3. That the raw materials (including vegetables, mutton, fish, milk and bread will be stored for at least 48 hours consumption.
4. THAT the present affidavit is to be file before the Kolkata Port Trust as per the clause 4 sub clause (ii) of the Tender No MED/ PR/ADVT/284/ 18-20/674 dated 20/06/2018 issued by Kolkata Port Trust in respect of the work " Dietary Services to the patients of Centenary Hospital of Kolkata Port Trust on two years rate contract basis at Centenary Hospital of KoPT.

THAT the statements made are true to the best of my knowledge and belief.

Indemnified by me

Deponent



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ANNEX- D1

[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTER HEAD, SIGNED, SCANNED AND UPLOADED]

Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document

Ref. No.....

Date

The Chief Medical Officer
Centenary Hospital
Kolkata Port Trust,
15 Strand Road
Kolkata - 700 001

Ref Tender No : MED/ PR/ADVT/284/18-20/674 dated 20/6/2018

Dear Sir,

I/We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addenda/ corrigendum , if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda/ corrigendum if any

I/We are submitting this undertaking in lieu of submission of signed copy of the full tender document GCC and Addenda/ corrigendum

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date :

Seal of the tenderer.....



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Tender for Dietary Services to the Indoor Patients of Centenary Hospital, KoPT for Two years Tender Notice No: MED / PR / ADVT / 284 / 18-20 / 674 Dated 20 / 6 / 2018

APPENDIX-D

PRICE BID

[TO BE UPLOADED IN PRICE BID]

Sl. No.	Item	Semi Skilled	Unskilled	Total
	Minimum No of Man power required should not be more than 14 Nos	To Quote	To quote	
A.	Minimum Wages w.e.f. 1/04/2018 as per Central Govt.Wages per day per head	612	553	
B.	Wages per head per month (26 days)	15912	14378	
C.	Total Wages per month	15912 x No of semi skilled staff	14378 x No of unskilled staff	
D.	Service Charges on row C (in % only)	To quote	To quote	
E.	Cost Of Different Types Of Patient Diets (A, B, C, D1,D2 And E Type Diets) to The Patients Per Month as Per The Dietician Chart Appendix-C .			To quote
F.	Cost of Admission Diet per month(average patients -20 nos)			To quote
G.	Total of cost (row C to F). Total cost of Contract per month for Out sourcing of Dietary services.			

NOTE: 1) Table below is Patients Diet Average per month, for Different types of Diets.(for calculation purpose of total per month Diets.). Vendor has to submit details of Patient diets per patient as per Appendix C separately. 2) GST as applicable will be paid extra,at actual.

Dietary Services	Rates of A Type Diet Per day in Rs.		Rates of B Type Diet Per day in Rs.		Rates of C Type Diet Per day in Rs.		Rates of D1 Type Diet Per day in Rs.		Rates of D2 Type Diet Per day in Rs.		Rates of E Type Diet Per day in Rs.		Average Patients per month of all types of Diet per month in (A to E)
	Veg	Non Veg	Veg	Non Veg	Veg	Non Veg	Veg	Non Veg	Veg	Non Veg	Veg	Non Veg	
Average per month Patients for the last 4 months	2	60	153	1385	9	311	75	586	0	1	20	130	2732