



## GENERAL TERMS AND CONDITIONS FOR TENDER FOR PROVIDING DIETARY SERVICES IN HAKEEM ABDUL HAMEED CENTENARY HOSPITAL (HAHCH)

- 1. Purpose of the Document:** This document sets out the General Terms and Conditions (GTC) governing the invitation, submission, evaluation, selection, and award of tender for Patient Dietary Services. The objective is to ensure uninterrupted, safe, nutritionally adequate, and patient-centric dietary services within the healthcare facility. Given the critical impact of diet on patient recovery, safety, and satisfaction, the selection of the service provider shall be based on a **Quality and Cost Based Selection (QCBS)** rather than solely on the lowest quoted price. The QCBS approach ensures that technical competence, food safety, nutritional quality, operational capability, and compliance with statutory and clinical requirements are given due importance alongside cost considerations.
- 2. Scope:** The selected bidder shall provide comprehensive Patient Dietary Services, including but not limited to the following three components:
  - a. Dietary Services:** The service provider shall be responsible for planning, preparation, and delivery of diets as prescribed by treating physicians and dietitians, including:
    - Therapeutic diets (e.g., diabetic, renal, cardiac, hepatic, low-salt, high-protein, liquid and soft diets).
    - Special diets for ICU, post-operative patients, pediatric, geriatric, antenatal, and other specialty patients.
    - Standard meals for general ward patients and other authorized categories, as applicable.
    - Customization of meals based on clinical requirements and patient feedback, wherever feasible.
    - Engagement of qualified dietitians/nutritionists for menu planning, nutritional analysis, and coordination with clinical teams.
    - Ensuring adequate caloric value, portion control, palatability, and presentation of food.
  - b. Logistics and Operations:** The service provider shall ensure seamless logistics and operational support, including:
    - Procurement of raw materials from approved and reliable sources, ensuring freshness, traceability, and quality.
    - Safe storage of raw materials and cooked food in compliance with food safety norms.
    - Preparation of food in hygienic kitchens with appropriate equipment and infrastructure.
    - Maintenance of uninterrupted services, including contingency planning during emergencies, equipment breakdowns, or supply disruptions.
    - The bidder shall provide and deploy adequate and qualified manpower including diet distribution staff/pantry staff and supervisors. All personnel deployed shall be employees of the bidder and the bidder shall be solely responsible for their recruitment, deployment, supervision, wages, statutory compliances, and conduct.
    - All deployed staff must be trained in food safety, personal hygiene, sanitation practices, and hospital dietary protocols. The bidder shall ensure periodic refresher training for staff involved in food preparation, handling, transportation, and distribution.



- The staff shall be responsible for timely transportation and distribution of meals to patient locations, ensuring correct diet reaches the correct patient at the prescribed time.
- All staff must wear proper clean uniforms, head covers, gloves (where applicable), and display valid identification cards issued by the bidder while on duty within the hospital premises.
- The bidder shall ensure that all deployed staff are medically fit, free from communicable diseases, and undergo periodic health check-ups as required by hospital policy.
- The hospital shall have the right to request replacement of any staff member deployed by the bidder in case of misconduct, poor performance, hygiene concerns, or violation of hospital rules. The bidder shall replace such personnel within a stipulated time period without affecting service delivery.
- The bidder shall maintain sufficient staff strength at all times to ensure uninterrupted dietary services, including during leave, absenteeism, or emergencies.

**c. Compliance and Quality Standards:** The service provider shall strictly comply with all applicable statutory, regulatory, and quality requirements, including:

- Compliance with Food Safety and Standards Act and regulations issued by the Food Safety and Standards Authority of India (FSSAI).
- Adherence to hospital infection control policies and biomedical waste management rules.
- Implementation of documented Standard Operating Procedures (SOPs) for food preparation, storage, transportation, and service.
- Regular internal quality checks, temperature monitoring, hygiene audits, and pest control measures.
- Cooperation with inspections, audits, and assessments conducted by the hospital or statutory authorities.
- Prompt corrective and preventive actions in case of non-compliance, incidents, or patient complaints.

### **3. Qualifying Requirements:**

- a) The bidder must be a legally registered entity under applicable laws and permitted to provide dietary/food services.
- b) Bonafide, reputed and experience firms having at least three years' experience in the field of dietary services in Govt. / well reputed private hospitals having to handle jobs relating to dietary services of large complexes. Proof of successfully completion/execution of work for the last 3 years and required to be enclosed.
- c) Possession of a valid FSSAI license covering food preparation and catering services.
- d) The bidder must not be blacklisted or debarred by any government, public sector, or reputed private healthcare institution. The bidder should submit an undertaking on firm's letterhead in this regard.
- e) Bid should be complete and covering the entire scope of job and should confirm to the "General Terms and Conditions", indicated in the bid documents. Incomplete and non- confirming bids will be rejected outright.
- f) No Joint Venture/ Consortium is allowed to participate in the Tender Process. Bidder should submit an undertaking on firm's letter head in this regard.



- g) Certificate for registration with income tax, sales tax, PF, ESI, and any authority applicable for the last three years.
- h) The tender form should be clearly filled in legibly or typed. The bidder should quote the rates & amount tendered in such a way that interpretation is possible (in figures & as well as in words). Alterations unless legibly attested by the bidder, shall disqualify the tender. The tender form should be signed by the bidder himself.
- i) Self-Attested copies of the Registration Number of the firm, license no. under Contract Labours Act, Provident Fund Account no. (Allotted by Provident Fund Commissioner), ESI No. (allotted by the E. S. I. Department), GST No. and PAN CARD copy of the Income Tax Clearance Certificate, Satisfactory Performance Certificate issued by the concerned agency/organizations, Memorandum of firm and partnership deed, if the firm is in the partnership, shall be enclosed.
- j) The bidder should have adequate facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel. The bidder should submit an undertaking on the firm's letterhead in this regard.
- k) A firm having any suit/criminal case pending against its proprietor or any of its Directors (in case of Pvt. Ltd. Company) or having been earlier convicted for violation of PF/ESI/Minimum Wages Act or any other laws in force shall also not be eligible.

**4. Tender Cost, Earnest Money Deposit (EMD) & Security Deposit:**

- a) All bidders shall submit the Tender Cost and Earnest Money Deposit (EMD) of the amount and format specified in the tender document as a prerequisite for participation.
- b) Bids submitted without the requisite Tender Cost and EMD shall be summarily rejected.
- c) The EMD of unsuccessful bidders shall be refunded without interest after finalization of the tender process.
- d) The EMD of the successful bidder shall be returned or adjusted as Security Deposit.
- e) The EMD may be forfeited in case the bidder withdraws or modifies the bid during the validity period, or fails to accept the award of contract.
- f) The successful bidder shall deposit a Performance Security amounting to ₹9,00,000 (Rupees Nine Lakh only), within 10 days of issuance of the Letter of Award. The Performance Security shall remain valid for the entire contract period and shall be refunded without interest after satisfactory completion of the contract, subject to clearance of all dues and obligations.
- g) The Security Deposit may be partially or wholly forfeited in case of breach of contract, repeated service failures, non-compliance with quality standards, or violations.

**5. Presentation of Diet and Technical Demonstration:** As part of the qualifying and technical evaluation process, bidders shall be required to make a formal presentation to the designated evaluation committee. The presentation shall cover, at a minimum:

- Proposed menu cycles and therapeutic diets.
- Nutritional adequacy and compliance with clinical requirements.



- Food preparation processes, hygiene controls, and safety measures.
- Meal presentation standards and labeling.
- Logistics, staffing model, and contingency planning.
- Bidders may also be required to provide a sample diet/menu demonstration or tasting, as specified by the hospital, to assess quality, palatability, portioning, and presentation.

The hospital reserves the right to seek clarifications or additional information during or after the presentation.

**Selection Methodology:** The selection of the service provider shall be carried out using the Quality and Cost Based Selection (QCBS) method, with the following weightage:

Note: All the Technical Bid will be scrutinized, by the evaluation committee constituted by the DEAN, HIMSR to check all relevant documents for their authenticity and the bidder whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.

<b>Quality (Technical) Evaluation</b>	The technical proposal shall be evaluated based on predefined criteria, which may include: <ul style="list-style-type: none"><li>○ Experience in Hospital Dietary Services.</li><li>○ Qualifications &amp; Experience of key personnel (dietitians, supervisors, cook).</li><li>○ Presentation of Diet and Technical Demonstration, Quality assurance systems, Food Safety Practices, and Compliance Mechanisms.</li></ul>	70%
<b>Cost (Financial) Evaluation</b>	Financial bids of technically qualified bidders shall be opened and evaluated. The lowest quoted financial bid shall be assigned the highest financial score.	30%

Only bidders who qualify under the technical evaluation shall be considered for financial evaluation.

6. **Period of Contract:** The contract would be **for a period of one year, with the first 3 months being probationary.** The period of the contract may be further extended on mutually agreeable terms and conditions after the completion of the contract, provided the requirement of the HAHCH persists at that time or maybe curtailed/terminated before the contract period owing to deficiency in service or substandard quality of dietary service by the selected bidder/agency or cessation of the requirement of work or due to any change in government policy/rules. The Hamdard Institute of Medical Sciences & Research, however, reserves the right to terminate this initial contract at any time after giving three-month notice to the selected bidder/agency.

#### **Other Terms & Conditions**

1. Tender must be unconditional. The rates shall remain unchanged for one year from the date of the signing of the agreement.



2. The successful bidder shall supply approved quality meals consisting of breakfast, mid-morning assortments, lunch, evening tea, dinner, and at bedtime as per the suggested diet plan given at Annexure-04 to 06 for the patients in HAHCH as per rates approved and made part of the agreement. There will be no compromise on quality in this regard.
3. Normally no upper or lower limits for serving of diets per day/or day to day basis in the general wards, special and private wards shall be set. However, HIMSR/HAHCH will notify to the bidder the meal planning a day before, preferably in the evening, regularly. Both HIMSR/HAHCH and the Bidder will be in touch with each other.
4. The successful bidder shall suggest rates for general, semi-special/special and private wards for meal from breakfast to dinner per day per patient exclusive of GST, which shall be paid by the HIMSR/HAHCH. If additional eatables shall be requisition on festivals, they shall be arranged from outside on the cost to be mutually decided. The Bidder shall bear any other tax liability on their own.
5. The successful bidder should have a hygienic kitchen nearby with a reasonable area.
6. Diet menu for General Wards, Semi-Special, ICUs and Private Ward shall be set by HIMSR/HAHCH dieticians on weekly basis including diet plan for special category of patient's right from breakfast to dinner. The menu will specify the quantity and number of items to be served.
7. The successful bidder will adhere to shift timings and attendance rules as per statutory norms and plan their operations across 3 shifts, 24x7 all through the year. Special arrangements for national holidays shall be made.
8. The diet will be delivered by the successful bidder at the junction of the wards and its distribution will be handled by the staff of the contractor. The Bidder shall be solely responsible for collection of the used utensils back to the kitchen. HIMSR/HAHCH will not be responsible for breakage, loss, pilferage etc. and no claim to compensate any damages will be entertained by HIMSR/HAHCH.
9. The successful bidder shall arrange all consumptions/meals in their kitchen which will be inspected and approved by HIMSR/HAHCH before operation of the contract. Any changes/improvements required shall be immediately carried out by the bidder to the satisfaction of HIMSR/HAHCH.
10. Persons suffering from contagious or infectious diseases shall not be employed or permitted to work in HIMSR/HAHCH. HIMSR/HAHCH authorities reserve its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the HIMSR on medical examination of such employees, shall be borne and paid by the bidder. Each individual should be provided health care provided by the bidder.
11. The successful bidder shall meet the cost of all consumables & disposable items and include them in the rates of supply.
12. HIMSR/HAHCH shall suggest/set standard SLA and set of KPAs which would form part of the contract and shall be mutually signed off to achieve various compliances.
13. HIMSR/HAHCH will enforce rigorous monitoring of the functioning of the entire system by constituting a Monitoring Committee under the overall supervision of the Medical Superintendent.



14. The successful bidder shall take care of the provisions of the Food and Adulteration Act and shall be responsible/liable for damages, claims, etc. for any such act which may cause harm to the patients by any eatables/consumable items.
15. The successful bidder will tender the bill for the supplies made by them, duly certified by Hospital Administration, on a monthly basis from the first to the last day of the month by the second of the succeeding month.
16. That in the event of any dispute, or differences, arising between the parties to this License Agreement for any reason whatsoever relating to this License Agreement whether during the substance/currency of this License Agreement or thereafter the parties will endeavor to amicably resolve the same, but in case if dispute or differences still remaining unresolved, the same shall be referred to a Sole Arbitrator appointed by the Director General, HIMSR. The decision of the Arbitrator shall be final and binding upon both the parties concerned.

**I/We have read the above terms and conditions and are acceptable to me/us.**

Place.....

Signature of the authorized person

Date: .....

Name & Designation of the signatory



## ANNEXURE- 01

### TECHNICAL BID

Having read and accepted all terms and condition in the tender document we submit the details for Dietary Services as follows:-

1. Name and address of the Registered office of the agency/ firm	
2. Name of the owner(s) Partners (Attach Bio-data of all Partners)	
3. Telephone no.	
4. Residence	
5. Office	
6. Mobile	
7. List of Organizations/office, where firm is presently providing dietary services (Mention)	
8. Details of EMD No. Date, Amount, and Bank name	
9. Whether the firm/ agency is registered, attached copy of the certificate of registration and indicate WCT number	
10. ESI/PF number	
11. Service Tax Number	
12. PAN Number	
13. TIN Number	
14. Details of ISO certificate (Attach Proof)	
15. License No. Under Contract Labor (R &A) Act	
16. Business Turnover Certificate (attested by C.A)	



<b>18 .Experience with Govt./Semi Govt./ Autonomous Bodies during last 3 years along (attach documentary proof / certificate from concerned organization)</b>			
<b>Year</b>	<b>Name of the Organization</b>	<b>Contact person/ Telephone Number</b>	<b>Annual turn Over</b>
<b>2022-23</b>			
<b>2023-24</b>			
<b>2024-25</b>			
<b>20. Audit report (last 03 Financial Year)</b>			

**Declaration by the Tenderer:**

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

Place: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Designation: \_\_\_\_\_

**Contractors Sign and Seal**



**ANNEXURE - 02**

**PRICE BID UNDERTAKING**

From: **(Full name and address of the Bidder):**

\_\_\_\_\_

To,

Dear Sir/Madam,

1. I/We \_\_\_\_\_ (name) submit the Price Bid for\_\_ (Tender name/no.) \_\_\_\_\_ and related activities envisaged in the Bid document.
2. I/We have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I/We offer to work at the rates as indicated in the price bid.
4. I/We undertake that I /We have carefully studied all terms and conditions of the tender and shall abide by them. Further, it is certified that I/We have never been blacklisted by any Govt. /PSU Department.

**Signature Name of Authorized Signatory**



**ANNEXURE - 03**

**TENDER ACCEPTANCE LETTER**

**(To be given on Company/Firm Letter Head)**

**Date:** \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_

**Sub: Acceptance of Terms & Conditions of Tender.**

Tender Reference No: \_\_\_\_\_

Name of Tender/Work: \_\_\_\_\_

Dear Sir/Ma'am,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions / clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

**Signature of Authorized Signatory Name**

**Place:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_