

**Health & Family Welfare Department,
Office of Medical Superintendent Regional Kullu Distt. Kullu(HP)**


Phone No. 01902-222350

No.HFW-MS(tender).....3129.....

Dated: 25/04/2025

INVITATION FOR BIDS (IFB)

The Medical Superintendent, Regional Hospital, Kullu HP invites sealed tenders from the eligible bidders to provide the **Supplementary Free Diet** to all the antenatal and postnatal women in Regional Hospital Kullu. Interested bidders/parties/firms can download the detailed tender document from the official website of hospital www.kulluhospital.com. The interested bidder(s) have to deposit the tender fee ₹1000/- with technical bid failing which tender will be rejected. The last date for the submission of the tender document is **08.05.2025** upto 11:00 a.m. All subsequent corrigendum, modification and clarifications in respect of this tender will be published on aforesaid website only. The bidders are advised to visit the aforesaid web site regularly. The Medical Superintendent, Regional Hospital Kullu reserves the right to reject any or all the tender offers without assigning any reason.


Medical Superintendent,
Regional Hospital, Kullu

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TENDER TO PROVIDE THE SUPPLEMENTARY FREE DIET TO ALL THE ANTENATAL AND POSTNATAL WOMEN IN REGIONAL HOSPITAL KULLU

1. SCOPE OF SERVICES

The Service shall be meant for supply of a supplementary free diet to be provided to all the antenatal and postnatal women admitted in the hospital during their entire stay in the hospital under JSSK (Janani Shishu Surkshak karyakaram). The service includes providing of boiled egg or Paneer 40gm in 4 pieces, Cow Milk 250ml and Banana (50gm). Efficient manpower and supervisory management staff for smooth running of services to shall be provided by the successful contractor.

2. Availability of Bid Document and mode of submission: The Bid document is available offline and can be had from the website of RH Kullu.

3. Key dates:

3.	Last date of bid submission	08.05.2025 upto 11:00 a.m.
5.	Date of Technical Bid Opening.	08.05.2025 11:30 a.m.
6.	Date of opening of financial bid.	To be announced on 08.05.2025

Note:- Pre-bid or post-bid meeting may be convened by the department and will be intimated accordingly.

4. TENDER DETAIL

The tender documents shall be in 2 covers:-

- i) Cover-1: shall contain scanned copies of all 'Technical Documents/Eligibility information.
- ii) Cover-2 : shall contain 'BOQ/Financial Bid', where supplier will quote his offer for each item. (only schedule C)

5. SUBMISSION OF ORIGINAL DOCUMENTS :The bidders are required to submit (a) original demand draft towards the cost of bid document and (b) original bid security/earnest money deposit (EMD) and other technical documents in the office of Medical Superintendent, Regional Hospital Kullu, HP as specified in key dates at Sr.No.3 above on tender opening date, failing which the bids will be declared non-responsive.

6. BID OPENING DETAILS: - The bids shall be opened on 08.05.2025 at 11:30 AM. in the office of Medical Superintendent, Regional Hospital Kullu, HP by the tender opening committee. In their interest the tenderers are advised to be present along with original documents at the time of opening of tenders. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

7. The bids shall remain valid for acceptance for a period not less than 60 days after the deadline date for bid submission.

8. Other details can be seen in the bidding documents. The officer inviting tender shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates. The employer shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to the tender.

INSTRUCTION TO TENDERERS

1. The tenderer will have to make payment of ₹1000/- (Rupees One thousand only) in the shape of bank draft payable at KulluHP drawn in favour of **Medical Superintendent, Regional Hospital, Kullu, HP**. The tenderer is required to submit the bank draft along with technical bid and furnish the same on or before the date of opening of tender.
2. Bid security of ₹20,000/- (Rs. Twenty thousand only) in the shape of Fixed Deposit Receipt only, duly pledged in favour of **Medical Superintendent, Regional Hospital, Kullu, HP** should be furnished on or before the date of opening of tender. The Tenderers or the firms who have deposited permanent earnest money or registered with Controller of store HP, Department of Industries HP Shimla as local manufactures need not deposit this amount and in such cases the tenderer must send attested copy of the registration certificate. Similarly, small-Scale Industrial Units registered with the DGSD or NSIC are exempted from the deposit of earnest money alongwith the tenders for such items for which they are registered with the DGS&D or NSIC in such cases they must sent attested copy of the registration certificate.
3. The successful tenderer shall be required to deposit, performance security, an amount of the approximate value of the estimated supply in addition to his EMD/bid security as security for due performance of the contract however, the Bid security of unsuccessful bidders will remain with the department till the validity period of tender. The performance security shall remain in the custody of the department for 2 months after successful completion of the supply/services. The local units of Himachal Pradesh who possess valid registration certification of controller of store/ Addl. Controller of stores, Himachal Pradesh are exempted from furnishing the security.
4. The tenderer will have to submit their "Technical Bid" and "Financial Bid" in two separate covers as specified in the NIT.
5. In the "Technical Bid"(cover-I)bidder is required to upload online the following documents .
 - a) Letter of authorization, in case representative is sent to participate in the tender opening process.
 - b) Bank draft for "Cost of Tender" payable at KulluHP drawn in favour of **Medical Superintendent, Regional Hospital, Kullu, HP**.
 - c) Bid Security" in the shape of Fixed Deposit Receipt only, duly pledged in favour of **Medical Superintendent, Regional Hospital, Kullu, HP**
 - (d) Copy of Registration under GST Act.
 - e) Income tax return for the Assessment Year 2024-25.
 - f) PAN Number.
 - g) Proof regarding dealing in supply for which rates quoted.
 - h) Tender document (Instructions to tenderers, **Annexure-I&II** and **Schedule-B agreement**)duly signed (each page) by the tenderer.
 - i) As per condition No. 11, valid food license from competent authority.
 - j) An undertaking to the effect that firm/company has not been blacklisted as stated above.
6. In the "Financial Bid" (Cover-II) the rates should be quoted by the tenderer n the "Bills of Quantity (BOQ)/Price schedule" in figures and words. If there is any discrepancy in the rates between figure & words, the rate quoted in words will be taken as correct for the purpose of evaluation.
7. The tenderers shall also have to produce original/ Self attested copies of the following documentsbefore08.05.2025 at 11.00AM i.e. before thetime of opening of Technical Bid/ tenders: -
 - a) Letter of authorization, in case representative is sent to participate in the tender opening process.
 - b) Bank draft for "Cost of Tender" payable at Kullu HP drawn in favour of **Medical Superintendent, Regional Hospital, Kullu, HP**.
 - c) Bid Security" in the shape of Fixed Deposit Receipt only, duly pledged in favour of **Medical Superintendent, Regional Hospital, Kullu, HP**
 - (d) Copy of Registration under GST Act.
 - e) Income tax return for the Assessment Year 2023-24.
 - f) PAN Number.
 - g) Proof regarding dealing in supply for which rates quoted.
 - h) Tender document (Instructions to tenderers, **Annexure-I&II** and **agreement**)duly signed (each page) by the tenderer.
 - i) As per condition No. 11, valid food license from competent authority.

- j) An undertaking to the effect that firm/company has not been blacklisted as stated above.
8. First of all, **“Technical Bid” will be opened by the TOC.** Non-submission/incomplete submission of any of the required documents shown at Sr. No.5 (a to J) physically or if documents submitted physically are found invalid/ mismatching by TOC, the tenderer shall disqualify and his **“Financial Bid” shall not be opened.**
9. In the event of quotations being submitted by a firm, it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so or in the case of a company the quotations should be executed in the manner laid down in the said Company's Article of Association. The signatures on the quotations should be deemed to be authorized signatures.
10. The detailed specification of intended items/services in the NIT is as under :-
Items list:-

Sr. No.	Name of Items
1	Boiled Egg or Paneer 40gm in 4 pieces
2	Cow Milk 250ml
3	Banana(50gm)

Efficient manpower and supervisory management staff for smooth running of services to shall be provided by the successful contractor.

11. The rates quoted should be strictly according to the items list inclusive of all taxes for **“Free Delivery”** at required place (FOR destination). **The tender offer shall remain open for acceptance up to 60 days from the date of opening of tender.**

12. The items may be inspected by the authorized officer to ensure above mentioned specifications/ quality etc for which total expenditure (i.e. analysis report from Laboratory) shall be borne by the contractor.

13. No revision of rates or escalation of price due to any reason(s) will be accepted after tenders are opened. The successful tenderer will have to supply the materials/services at the accepted rates only during the contract/rate running contract period.

14. In the event of tender being accepted, the quotations will be converted into a contract which will be governed by the conditions given in Schedule “B” read with these instructions. The tenderer is required to sign the agreement.

15. The tenderer should indicate in which capacity; the tender offer is signed and full name and address should be indicated in Block letters.

16. No guarantee can be given to actual quantity which may be increased or decreased subject to actual requirement.

17. The tenderer may be required to produce documentary evidence in token of their ownership or partnership or authority to sign on behalf of registered firm.

18. The rates quoted by the tenderer should be firm & valid up to rate running Contract period at least for the period of one year from the date of award of services.

19. The **Medical Superintendent, Regional Hospital, Kullu, HP** reserves the right to accept or reject any or all the tenders without assigning any reasons.

20. Conditional tender such as increase in wage rates, taxes or duties etc. will be charged extra, will stand disqualified and will not be accepted.

21. Tender offer is to be submitted through post or courier or in person. It should be clearly mentioned on the Tender envelope **“TENDER TO PROVIDE THE SUPPLEMENTARY FREE DIET TO ALL THE ANTENATAL AND POSTNATAL WOMEN IN REGIONAL HOSPITAL KULLU”**.

22. The successful tenderer on award of the contract irrespective of his registration status shall have to deposit **Performance security** as per the rules prevalent in the form of Fixed Deposit Receipt duly pledged in favour of **Medical Superintendent, Regional Hospital, Kullu, HP.**

23. Performance security shall remain in the custody of the Department for a period of sixty days from the date of completion of contract to the best satisfaction of the Department.

24. Tender will be valid up to **one year from the date of award of services** and may be extended by **Medical Superintendent, Regional Hospital, Kullu, HP.**

25. If the party fails to supply the items/ material within the specified time, the party may be banned/ blacklisted for one or more than one year with the forfeiture of the security deposit and item may be purchased from any vendor at the risk & cost of the party.

26. If the accepted tenderer fails to supply the full quantity of the materials/services ordered of approved quality at the accepted rates as per specified period on the receipt of firm order liquidated damages at the rate of **half percent** per week or part thereof for Four weeks will be levied on the total value of delayed supplies thereafter **@ one percent** per week or part thereof for next 10 weeks, subject to maximum of 12% of the total value of stores delivered late and the same can be deducted from the security deposit or from the bills payable to the contractor. It will be open for the Department to go in for the purchase of the materials from any other sources and excess amount paid to the other party(s), if any will be deducted from the security deposit or from what-so-ever sources available to the Department including bills pending for payment.

27. Any attempt of negotiations direct or indirect on the part of the tenderer with the authority to whom he has submitted his tender offer or the authority which is competent to finally accept it after he has submitted his tender offer or any endeavor to secure any interest for an actual or prospective tenderer will render the tender liable to exclusion from consideration.

28. In future correspondence, Tender Notice Number and date may be quoted failing which correspondence will be ignored.

29. Submission of tender in response to this tender notice along with acceptance thereof by the Department will form **"VALID CONTRACT"** and the conditions mentioned in the tender notice will be binding on the accepted tender.

30. Bid security/ performance security is liable to be **"Forfeited"** as the case may be, if the tenderer:-

- a) Withdraws tender offer before finalization of the same.
- b) Fails to accept the tender offer, if his/ their tender is accepted.
- c) Fails to pay performance security deposit within stipulated time limit.
- d) Fails to execute the agreement within stipulated time limit.
- e) Fails to fulfill the supply as per requirement of the Department.
- f) Fails to supply the material as per specifications.
- g) Samples of the material supplied are not found as per norms.

31. **PRICE FALL CLAUSE-** The offer of rates by the tenderer will be subject to the price fall clause i.e. if any item is offered at a lower rate by the tenderer at any other State/ place in India, he shall not charge higher rate for the item offered in the tender. In the event of higher rates offered by such tenderer, the rates so offered by such party can be rejected at any stage.

32. **ANNULMENT OF AWARD:** - Failure of successful bidder to submit security deposit shall constitute sufficient ground for the annulment of the award and forfeiture of bid security in which event Department may make award to any other bidder at its own discretion or call for new bids.

33. **INSPECTION AND TESTS:** - The services shall be inspected by the officers of the Department at the time of delivery of services and in case it is found sub-standard, the tenderer will have to replace the items. It is the responsibility of the supplier to remove the rejected items at his own cost and risk. No payment shall be made to the supplier for rejected items. The Department shall have the right to inspect the material at any time and send it to laboratory for test regarding quality of the material subject to detail and specification. No payment shall be made for goods rejected during inspection. Payment will be made after the satisfactory report from laboratory test. In case of adverse laboratory report, supplier has to replace the supply in question immediately. No. correspondence in this regard will be entertained.

34. PAYMENT TERMS : The payment for supply of items mentioned in the tender document shall be made after satisfactory supply duly verified by consignee. The following documents are required for making the payment:-

- a) Bill/ invoice.
- b) Receipt certificate of material duly signed and verified by the consignee.
- c) No interest on any deferred/ delayed payments arising out this contract shall be payable in any case whatsoever.
- d) Paying authority will be **Medical Superintendent, Regional Hospital, Kullu, HP..**

35. The Tenderer/supplier will be liable to supply the material as described in the tender notice. The Medical Superintendent, Regional Hospital, Kullu, HP, reserves himself the right to purchase services for contracted items required anywhere else when available from any Government Department/ approved source without prejudice to this contract. He further reserves the right to negotiate with any of the tenderers and award parallel contract to any or all of the participating tenderers/ agency.

36. All disputes shall be settled within the jurisdiction of District Court Kullu/High Court of Himachal Pradesh.

37. All the updates/corrigendum, addendum etc. will be published on website. All bidders shall regularly visit the site for updates.

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

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

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

iii) All compressors for refrigerators and water-coolers etc. shall be hermetically sealed compressors of branded company.

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

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 in-charge of health facility, 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.

39. LPG: The contractor shall only use LPG as cooking fuel. Use of electricity as fuel or polluting fuels like wood, other fossil fuels etc. shall be deemed to be a lapse in the services being provided by the contractor and shall be liable for deduction of liquidated damages and other remedies available to the health facility under the contract. The ovens and cylinders have to be procured by the successful bidder at their own cost. There will be no escalation of rates if rate of LPG cylinders is increased. However, at the end of the contract period, the contractor will be at liberty to take possession of the ovens, cylinders and other materials procured by him at his own cost.

38. 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. It shall allow no shoes or slippers to enter the kitchen-site. It shall install and maintain appropriate exhaust system in the kitchen. It shall use black coloured plastic waste bags of quality approved by the competent authority of health facility

to dispose off the waste. It shall at all times maintain sufficient stock of the waste disposal bags. It shall dispose garbage as per norms prescribed by the local municipal authority.

ii) It shall maintain a **Kitchen Inspection Register** at the kitchen site. It shall attach periodic maintenance certificates of equipment and appliances being used in the kitchen in the Kitchen Inspection Register. Competent authority of the health facility shall inspect the kitchen site atleast once a month and note down his observations relating to above in the Inspection Register. A photocopy of the observations recorded in the Register per billing period, duly countersigned by appropriate authority shall be submitted by the contractor along with the contractor's monthly bills to the in-charge of the health facility.

iii) 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 workman-like condition to the satisfaction of the competent authority of the health facility. The rate quoted by the contractor should include all such contingencies.

iv) The contractor shall make good at his own cost and to the satisfaction of competent authority of health facility, all defects, shrinkages, settlements or other faults which may appear within 6 (six) months after termination of contract with him. In case of default, the competent authority of health facility 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 six months from date of termination of contract with him.

v) The contractor shall procure and maintain suitable fire-safety equipment at the kitchen site. He shall obtain necessary Fire Licence required for the operation of LPG ovens at his kitchen-site.

39. 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) 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.

vi) All food supplied should conform to all the provisions of **The Food Safety and Standards Act, 2006**, as amended from time to time. Within one month of commencement of his service at the health facility, the contractor shall apply for license under The Food Safety and Standards Act, 2006 with the appropriate authority and submit a photocopy of the receipt-acknowledgment for such to the in-charge of health facility. 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 sale, and where any adulterant is manufactured or kept, and take samples of such articles of food or adulterant for analysis.

vii) The contractor shall also obtain a Food Licence from the appropriate authority of the Office of the District CMOH.

viii). The contractor shall provide for sufficient numbers of covered trolleys to deliver the cooked food to patients in wards in a hygienic manner, so that no contamination takes place during transit and the food served to patients is hot and palatable. Review of his performance by the competent authority of health facility at intervals stipulated or whenever desired by the said authority. The competent authority of the health facility shall have the right to examine the bills of shopped-items, stock register and other books of accounts of the contractor for this purpose.

Signature of the Tenderer
With complete address

"Annexure-1"

"DECLARATION"

"I / we hereby declare that I / we have carefully gone through the terms and conditions of Bid invited vide Tender Notice No. _____ in detail and agreed to the rates submitted by me / us in the Rate Sheet and I / we agreed in full" :-

1) Signature of the party : _____

(Full Name in block letters)

Capacity in which offer is signed : _____

(Rubber stamp is required)

2) Full Address _____

Telephone Number (O) :

(R) :

PARTICULARS OF BID SECURITY

FDR No./ Demand Draft No. _____ dated _____ for Rs.

_____ Bank _____ Branch.

Signature of the bidder
Or the Authorized signatory & Seal.

TENDER FORM**(TECHNICAL BID)**

(To be filled by the Tenderer)

From:

To:

 The Medical Superintendent,
 Regional Hospital, Kullu, HP.

Subject:-

Submission of technical bid for supply of "services to provide the supplementary free Diet to all the antenatal and postnatal women in Regional Hospital Kullu"

Sir,

Reference :-

Tender Notice No.

Dated _____

I/ we /am/ are furnishing the following documents/ particulars with reference to above mentioned NIT as under :-

- A). Details of Firm/ individual with full details
 of address for correspondence:

Name of the Firm/ individual :

- B) Telephone/ Mobile No.- Office

Residence

E-mail

- a) Letter of authorization, in case representative is sent to participate in the tender opening process.
- b) Bank draft for "Cost of Tender" payable at Kullu HP drawn in favour Medical Superintendent, Regional Hospital, Kullu, HP.
- c) **Bid Security** in the shape of **Fixed Deposit Receipt only**, duly pledged in favour of Medical Superintendent, Regional Hospital, Kullu, HP.
- d) Copy of Registration under GST Act.
- e) Income tax return for the Assessment Year 2024-25.
- f) PAN Number.
- g) Proof regarding dealing in supply/ services of items(tender period)for which rates quoted.
- h) Tender document (Instructions to tenderers, **Annexure-I & II** and agreement)
 Duly signed (each page) by the tenderer.
- i) As per condition No. 11, valid food license from competent authority.
- j) An undertaking to the effect that firm/company has not been blacklisted as stated above.

Name, Address and Signature
 of the Tenderer/Agency

SCHEDULE- 'B'**Agreement****Title of the tender :-**

Supply of services "supplementary free Dietto all the antenatal and postnatal women in Regional Hospital Kullu"

Tender Reference No.:-**Date of tender opening :-**

This contract is to last fromto but in the event of any breach of the agreement at any time on the part of the Contractor, the contract may be terminated summarily by the Medical Superintendent, Regional Hospital, Kullu, HP, without compensation to the Supplier.

Any change in the constitution of the firm shall be notified forthwith by the contractor/ supplier in writing to the authority sanctioning the contract and such change shall not relieve any former partner of the firm from any liability under the contract.

No new partner/partners shall be accepted in to the firm by the Contractor in respect of this contract unless he/ they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract a written agreement to this effect.

1. The contractor's receipt of acknowledge or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purposes of the contract.
2. The Contractor/ supplier will supply nothing but genuine services described in Tender document & NIT as per indent/ requirement of the Department. No guarantee can be given as to the quantity which will be ordered during this period. The Medical Superintendent, Regional Hospital, Kullu, HP reserves to himself the right to obtain contracted items of stores when available from any Government source/ approved source without any pre-judice to this contract. He further reserves the right to negotiate any of the tenderers and award parallel rate contract to any or all of the participating tenderers.
3. The services to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the list accompanying with the tender and approved by the Medical Superintendent, Regional Hospital, Kullu, HP. The Supplier/ tenderer shall be responsible for all complaints as regard the quality. In case of any dispute regarding quality of articles, the decision of the Medical Superintendent, Regional Hospital, Kullu, HP, will be final and binding on the contractor. It will be open to the Medical Superintendent, Regional Hospital, Kullu, HP, or indenting officer to send samples to any laboratory for testing and the cost there of will be borne by the tenderer/contractor.
4. The Medical Superintendent, Regional Hospital, Kullu, HP, may, by notice in writing call upon the contractor/supplier to supply additional items to serve as sample, and upon receiving such notice in writing the contractor shall at his own cost be bound to supply the additional samples, such additional samples being in all respects of the same quality as the sample first supplied.
5. The service provider/ tenderer will be responsible for damage or loss in transit and replace goods broken or lost or damaged within 10 days from the date of notice thereof.
6. The conditions as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.
8. The Medical Superintendent, Regional Hospital, Kullu, HP, or any authorized officer of the Department or indenting officer shall have the power to inspect the services before or during execution, to reject the same or any part or portion after written approval of Medical Superintendent, Regional Hospital, Kullu, HP, if he or they are not satisfied that the same is equal or according to the samples submitted by the contractor. The contractor shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the contractor at once and at his own expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm

whatsoever incidental to a full and proper examination and test of such supplies. Government shall be under no liability whatever for rejected supplies and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractors within 10 days after notice has been issued to him of such rejection and failing such removal rejected goods will be at contractors' risk and Government may charge the rent for the space occupied by such rejected goods.

9. No payment will be made in advance for any supplies under this contract.

10(i) Payment will be made after the satisfactory report. In case of adverse laboratory report, supplier has to replace the supply in question immediately. No. correspondence in this regard will be entertained.

11. The contractor/supplier shall not: -

i) Assign or sublet the contract without written approval of the officer sanctioning the contract.

ii) Disclose details of the conditions governing this to unauthorized person.

iii) In the event of the contractor/supplier failing duly and properly to fulfill or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejections hereunder or failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract or if any contractor or his agent or servants being guilty of fraud in respect of this contract or any other contract entered into by the contractor or any of his partners or representatives thereof with the Government directing, giving, promising or offering any bribes, gratuity, gift, loan, perquisite, reward or advantages pecuniary or otherwise to any person in the employment of Government if any of his partners become insolvent or apply for any relief as insolvent debtor or commence any insolvency proceeding or make any compositions with his/their creditors or attempts to do so then without prejudice to Government's right and remedies otherwise Government shall be entitled to terminate this contract forthwith and to blacklist the contractor for period not exceeding one year for the date of issue of such orders.

12. If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party then save in so far as the decision of any such matter is hereinbefore provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and or whether it has finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to any officer appointed by Himachal Pradesh Government acting as such at the time of reference and his decision shall be final and binding and where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

13. If the price of a contracted article is controlled by Government, the payment will in no case be made at higher rate than the controlled rate.

14. The price charged for the services under the contract by the contractors shall in no case exceeds the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any person/ organizations including the purchaser or any department of the Central/ State Government or any authority undertakings of the central or state government, as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.

15. All disputes shall be settled within the jurisdiction of District Court Kullu/High Court of Himachal Pradesh.

16. The bid security/EMD and performance security shall be addressed to the Medical Superintendent, Regional Hospital, Kullu, HP, in the shape of Fixed Deposit Receipt only duly pledged and issued by any Nationalize Bank.

1. (On behalf of Supplier/ Tenderer)

Signed by the above-named firm or through partner of the firm.

Date Signature

In the presence of :-

1.

2.

Signature of
Medical Superintendent, RH, Kullu
Himachal Pradesh, 175101.

To be put in cover-II

Schedule C

**TENDER TO PROVIDE THE SUPPLEMENTARY FREE DIET TO ALL THE ANTENATAL AND
POSTNATAL WOMEN IN REGIONAL HOSPITAL KULLU**

Financial Bid

Tender No..... dated.....

Name of firm:.....

Items List:-

Sr. No.	Name of Items	Rate quoted per person inclusive of all taxes viz GST etc
1	Boiled Egg or Paneer 40gm in 4 pieces	
2	Cow Milk 250ml	
3	Banana(50gm)	
	Total	

- Note: 1. The L-1 will be decided on the basis of cumulative total of all above items above (1-3).
2. The rate quoted by the bidder for all above items should not exceed Rs. 30/- per person including GST.

Name, Address and Signature
of the Tenderer/Agency