Tender Enquiry No. 24/47/2013-RISH(ADMN)

ALL INDIA INSTITTUE OF MEDICAL SCIENCES
VIRBHADRA MARG, RISHIKESH, DEHRADUN-249201

Dated: 04-02-2014

TENDER FORM FOR “FOOD PLAZA” LOCATED AT OLD ADMIN BUILDING NEAR GATE NO.2 AT AIIMS, RISHIKESH.
(Place is liable to charge)

Reference No.
Cost of Tender Form : Rs. 1135/-
Earnest Money Deposit : Rs. 25,000/-
Pre-bid meeting : 13-02- 2014 upto 03.30 P.M.
Date/time sale of Tender form : 04-02-2014 to 24-02-2014 upto
10.00 A.M. to 02.00 PM
Closing date/ time of submission of Tender : 24-02-2014 upto 03.00 P.M.
Date of Opening of tender : 24-02-2014 upto 03.30 P.M.

Form No. (   )
(To be filled by AIIMS, Rishikesh) Contains pages i.e.
from Sl. No.
Name of the party in whose favour:
The tender form has been issued.

Administrative Officer
On behalf of Director,
All India Institute of Medical Sciences,
Virbhadra Marg,
Rishikesh, Dehradun-249201

Sign of Bidder
INDEX

Part – I : General Terms and Conditions
Part – II : Guidelines/Check List for applying the tender for running of ‘Food Plaza’.
Part- III : Detailed Format/Particulars
Part-IV : Annexure-I (Schedule)
Part-I

GENERAL TERMS AND CONDITIONS

1. TENDER SHOULD INvariably be submitted in “TWO BID” system containing two parts as detailed below, in separate sealed envelopes of each group duly page-numbered & indexed alongwith self attestation on each page. The price bids for each group should be submitted in separate envelopes indicating details of each group on the envelopes.

Bid -I : Technical Bid in one sealed cover (containing the BG/FD/CD/TD of EMD amounting to Rs.25,000/- Rupees twenty five thousand only)

Bid -II : Price Bid/Financial Bid in separate sealed cover. (Containing Annexure-I of Part IV of the tender set) Both the sealed envelopes (Bid I & II) should then be put in outer cover indicating thereon :

i) Reference No. of the tender :

ii) Tender regarding :

iii) Due date and time for submission of the tender :

iv) Due date and time for opening of the tender :

v) Name of the firm :

NOTE: TENDER SUBMITTED WITHOUT FOLLOWING TWO-BID SYSTEM PROCEDURE AS MENTIONED ABOVE WOULD BE SUMMARILY REJECTED.

2. Tenderers submitting tenders would be considered subject to their acceptance of all the terms and conditions. No inquiries verbal or written shall be entertained in respect of acceptance or rejection of the tender.

3. Tender forms duly complete in all respect should be submitted in the office of Administrative Officer, Virbhadrab Marg, Administrative Block. All India Institute of Medical Sciences, Rishikesh in a sealed cover, failing which the tender is liable to be rejected.

4. Tender should be submitted along with demand draft amounting to Rs.25,000/- (Rupees twenty five Thousand Only) in favour of AIIMS, Rishikesh payable at Rishikesh as earnest money. No tender forms shall be entertained without depositing the earnest money.

5. Tender should be submitted in a sealed envelopes containing full details of tender (Annexure-I in separate Financial Bid envelop duly sealed) and technical bid in separate envelope indicating on the envelop reference number and shop name.

6. The shops should be operational within one month from the date of acceptance of the offer of allotment.

7. The tender forms shall be legibly filled in ink or typed neatly giving full address of the quoting firm. The rate of licence fee quoted by firm should be written in figures as well as in words. Any alteration overwriting etc. shall be duly attested by the tenderer. In case the quoted amount as written in words and as in figures do not tally the rates written in words shall be treated as quoted rates.

Sign of Bidder
8. The tenderer shall take care in filling the financial bid as quoted in a manner that interpolation is not possible. The whole tender form including the notice shall be submitted while quoting rates. No paper/note shall be detached, failing which the tender shall be rejected.

9. The tender should be signed by the tenderer himself/themselves or of his/their authorized agent/representatives. (The authorization to be enclosed wherever applicable.).

10. The validity for the quoted rates shall be 90 (Ninety) days from the date of tenders are opened. Any firm/individual who restricts the validity of the quoted rates for period less than ninety days shall make their tender liable to rejection.

11. Addition or alteration in quoted rates or in any term and condition or invalidity period after submission of tenders is not permissible and if done, earnest money of the tenderer shall be liable to be forfeited and tender is liable to be rejected.

12. Only cooking gas/Gas cylinder authorized by the Gas Agency will be allowed for cooking and all cooking gas is to be arranged by the contractor at his own cost.

13. Administrative Officer or the nominated committee members as constituted by the Director, AIIMS, Rishikesh shall periodically monitor quality of food and maintenance of hygienic condition of the shop. The licensee will have to implement all feed backs being given by such members time to time in order to maintain the standards upto the satisfaction of the committee.

14. The licensee shall obey and ensure the compliance of the various relevant central and state govt. labour laws enforced time to time.

15. The licensee shall not, create a sub-contract of any description with regard to this license or any part thereof nor shall assign or transfer he license or any part thereof.

16. The licensee shall use the allotted space, only for the purpose indicated under the agreement and for no other purpose whatsoever.

17. The Licensee shall indemnify AIIMS, Rishikesh from/ against any claims made or damages suffered by AIIMS by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of the Agreement and to the area in which premises are located.

18. AIIMS, Rishikesh shall not be responsible in any way for loss or damage by any means caused to the Licensee’s property in the said shop.

19. The Licensee shall not stock, sell, display, distribute or keep handouts or any other form of media/medium within the Schedule space allotted for the Food Plaza. Any violation in this regard will be treated as a breach of the contract and the license will be revoked. Contractor will also put up suitable signage to inform the general public the location of the Food Plaza.

20. Due to any strike or lockout either in the shop or for any other reason, the Licensee is unable to function.

Sign of Bidder
or his business is affected, the AIIMS, Rishikesh shall not be liable for any loss, which the Licensee may suffer in such an event.

21. On expiry of the license period or on termination of the license by the AIIMS on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the Schedule space in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any, provided by AIIMS, Rishikesh. Further, Licensee shall remove his/their goods and other materials from the Schedule space immediately, failing which AIIMS, Rishikesh reserves its right to remove such goods/materials at the cost and risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, AIIMS, Rishikesh shall be at liberty to dispose of the goods/materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an event.

22. The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space to or in favour of the licensee but shall be construed to be only as a license in terms & conditions herein contained as per the agreement.

23. Tenderer should have registration with ESIC and Employee Provident Fund Organization. The tenderer should also ensure the payments to its employees, if engaged or outsourced, as prescribed under Minimum Wages Act and as per the relevant statutory provisions applicable time to time. He should comply with contract labour provisions too as per applicable norms. In case of non adherence of such provisions mentioned in this para, licensee will be fully responsible for all the consequences, arising thereof. The licensee shall submit a monthly certificate to the Administrative Officer to the effect that did ESI Contribution and P.F. has been deposited and payment to employees made as prescribed under Minimum Wages Act.

24. An area as per the enclosed diagram will be provided by the AIIMS, Rishikesh

25. Besides the licence fee, the tenderer shall liable to get electricity connection from UPPCL Authorities by himself/herself. All the responsibilities and financial implication for payment of electricity charges on actual monthly consumption basis has to be borne by the License. However, the water charges @ Rs. 500/- per month for the ‘FOOD PLAZA’ has to be paid by the Licensee to AIIMS, Rishikesh in addition to License Fee.

26. The license shall be initially for TWO YEAR from the date of signing of the License Deed and thereafter may be renewed with minimum 10% monthly enhancement of Licence fee and mutual consent on further terms and conditions to be settled mutually.

27. The successful bidder should enter into an agreement with AIIMS, Rishikesh as per the agreement format at Annexure-III with this tender form. While submitting the tender, the tenderer is deemed to agree to abide by terms and conditions as given in tender document and as stipulated in agreement.

28. The bidder should deposit security money of Rs. 1,00,000/- (Rupees one lac only) or equivalent to three months license fee whichever is higher before signing the agreement. Also if the licensee fails to vacate the premises on expiry of licence deed, he is liable to pay damage charges twice the amount of license fee or Rs. 50,000/- (Rupees fifty thousand only) per month whichever is higher.

29. The security money will be refunded after successful completion of the license period and getting a No Demand Certificate from the Administrative Office. of AIIMS, Rishikesh to the effect that licensee have
cleared all dues in respect of Electricity Bills and handed over the shop to the AIIMS Rishikesh without any damage.

30. If, in the opinion of the Institute, there is any defect or deficiency in the performance of this contract, the Director may terminate the license or impose a fine of Rs. 5,000/- (Rupees Five Thousand Only) on the licensee on each occasion. Such fines will be deducted from the security deposit or any amount due to the licensee, if not paid by the licensee, within 7 days of the such penalty.

31. On acceptance of the offer/tender the agreement of License Deed is to be signed by the firm within 10 days of issue of letter of acceptance to the firm.

32. After acceptance of tender and/or after signing of agreement if the firm/individual fails to take over the shops within the stipulated period or fail to operate the ‘FOOD PLAZA’ the earnest money shall be forfeited.

33. The Director, AIIMS, Rishikesh reserves the right to reject any or all tenders/offers without assigning any reason.

34. Every page is to be signed by the applicant.

35. Director, AIIMS can alter any conditions of the tender at any time.

36. The rates of food items sold through Food Plaza once decided should be strictly adhered to and cannot be changed in any circumstances without prior approval of the Institute.

37. No figures or words should be over written. Incorrect figures or words be scored out and rewritten under the initials of the licensee.

38. The application forms downloaded from the website www.aiimsrishikesh.edu.in should be accompanied by a Bank Daft of Rs.1135/-in favour of AIIMS, Rishikesh payable at Rishikesh without which the tender would be rejected summarily.

39. All the supporting enclosures to be provided as part of technical bid and should be self attested by the tenderer or the person authorized on his behalf.

40. Application submitted by the Applicant shall be rejected out rightly if the Applicant:

   • Submits incomplete application
   • Submit the application in joint venture
   • Stipulates his/her own conditions or any alternative/conditional proposals.
   • Does not sign and affix the stamp/seal of the Entrepreneurial Establishment of the applicant in the manner and at the places as enumerated /earmarked in the application document.
   • Does not have all statutory registrations/licenses.
   • Does not adhere to all Laws and Acts as applicable to such kind business.
   • Does not agree with the stipulated terms and conditions

Sign of Bidder
41. The licensee should employ in his service only such persons whose antecedents have been verified by the police and have also been medically examined at his own cost and to the satisfaction of the Institute. He/she shall not employ any child labour. The Licensee shall arrange Police verification of all his staff, and issue Identity cards bearing photographs of the food plaza employees, for gate entry who shall exhibit it prominently during working hours. The food plaza staff shall also be liable for search on entry/exit.

42. The Licensee shall not use or allow to be use the food plaza premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter in and around the food plaza building without valid authority.

43. That the licensee shall not make any additions or alteration in the built structure and in the food plaza premises, however, the purely temporary constructions in public interest may be considered by the Licensor.

44. The Licensee shall at his cost, employee adequate number of catering staff such as supervisors, Cooks, helpers, Services Boys, Sweepers and other persons for smooth and efficient running of the food plaza services.

45. The Licensee shall exclusively be liable and responsible for their Statutory Wages, PF, Bonus, Medical, Uniforms and all other payments as may be applicable and full compliance of all Statutory Laws, Rules and Regulations as applicable to them.

46. The Licensee shall ensure that all food plaza employees, during their working hours, wear neat and tidy uniforms and use hygiene gloves supplied by the Contractor. No food plaza employee shall be allowed to continue his duty without uniform.

47. The employees of the Licensee will be subject to medical examination once in a year at Contractor’s cost by registered medical practitioner. The employees should be free from all communicable, contagious infections and other diseases. In the event of any employee of the Contractor being found medically unfit, the Contractor shall arrange to replace him. Contractor has to submit medical reports once in a year.

48. Sale & Service of alcoholic drinks and tobacco products are strictly prohibited. If anything happens against this clause the AIIMS authorities shall have all the rights to cancel the agreement and take proper legal action against the contractor as per laws.

49. The tenderer will arrange all cooking utensils and serving materials including proper furniture setup for dining area. All cooking utensils to be of stainless steel and all serving material of stainless steel or bone china.

50. Use of plastic bags etc. is prohibited in AIIMS as per direction of Government of Uttarakhand.

51. That the licensee agrees to keep the food plaza premises neat, clean and tidy at all times and according to the Health/Hygienic bye-lays of Government of Uttarakhand.

52. The licensee shall arrange soap, clean towel etc. at the washbasins provided at his own cost, round the clock.

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53. Personal hygiene of all food handlers should be adhered maintaining personal hygiene and wear clean attire.

54. All food handlers are required to use appropriate head gears and gloves.

55. All food items is to be stored in clean and hygienic and safe place free from pests.

56. Pest control is to be carried out only by certified providers.

57. Maintain the use of clean materials and clothes and safe and hygienic practices to ensure that no cross contamination of other items in the work place occurs.

58. Only refined edible oil recommended to be used.

59. R.O. Water should be used for cooking and service purpose.

60. No left over off one meal to be used in another meal.

61. Any damage to Institute property/fixtures will have to be rectified/replaced by the licensee immediately.

62. Segregation of waste materials will also be undertaken by licencee as per local rules and regulations.

63. The personnel employed by the licencee should be polite, courteous and well behaved with the general public.

64. The Licensee shall make appropriate arrangements and install adequate firefighting equipment in accordance with Uttar Pradesh Fire Service bye laws at its own cost and ensure that they are periodically checked and maintained. The Licensor shall have the right to get the installed equipments checked monitored from Uttar Pradesh Fire Service or any other approved agency at the cost of the Licensee if felt appropriate during the period of license. The Licensee will also obtain NOC from Uttar Pradesh Fire Service in respect of allotted licensed premises.

65. The Licensee will maintain high quality of hygiene i.e. fly proof apparatus/machine, Dustbins for used cups/plates.

66. The licensee shall maintain a complaint book/visitor book/suggestion box at a prominent place in the licensee premises and in such a way that it is easily accessible to any person who wishes to record any complaint/suggestions and the said details/book shall be open for inspection to the licensor as and when demanded.

67. The licensee shall use only good quality raw material/oil preferably branded material for preparing food items.

68. For security reasons, the licensee shall provide the list of all the employees appointed by the licensee for the purpose of assisting the contractor in the matter of running the staff food plaza for the food plaza premises. Such list shall contain the following details of the employees appointed by the contractor namely Name, Age, Date of Birth, Sex, Photo, Educational Qualification, Designation, Address, Telephone NO. and health records. The contractor shall inform appointment and removal of employees immediately.

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69. If at any time, any question, dispute or difference whatever shall arise between the two parties (AIIMS on the one hand and vendor on the other hand) in relation to the services either of the parties may give notice to the other party in writing about the existence of such question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the firm. Either party shall serve such a notice of the existence of any question, dispute or difference in connection with the services within 30 days of the beginning of such dispute failing which all right or claims shall be deemed to have been forfeited and absolutely barred. Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the umpire appointed by them shall enter upon the reference and his award shall be binding on both the parties. The venue of the arbitration shall be at AIIMS, Rishikesh.

The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed if under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply, installation, installation and commissioning etc.

Upon every or any such reference the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators on in the event of their not agreeing of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

70. The periodic pest control in the food plaza will be arranged by AIIMS. However, in case food plaza kitchen requires special pest control treatment, it has to be arranged by the licensee himself.

Signature_______________________________________

Name & full address_________________________________

________________________________________________

Telephone No._____________________________________

N.B.: Incase of thumb impression it should be witnessed by two persons other than those who are quoting for this work.
GUIDELINES/CHECK LIST FOR APPLYING THE TENDER FOR RUNNING OF ‘FOOD PLAZA’ LOCATED AT OLD ADMIN, BUILDING NEAR GATE NO.2, AT AIIMS, Rishikesh

1. The tender may be dropped in the tender box placed in the office of Administrative Officer, Virbhadra Marg, Rishikesh. In case the tender is sent by courier/post it would be the responsibility of the bidder that it reaches the Institute by the due date. The offers submitted through Telex/Telegram/fax/Email or any manner other than specified above will not be considered.

2. The tender will be in ‘Two Bid System’ (Financial bid and Technical bid), which may be submitted in separate envelopes putting both in a single envelop superscribing Details of tender e.g. the title of the tender and date of opening etc. No tender forms shall be entertained without depositing the BG/CD/FD/TD of earnest money amounting to Rs. 25,000/- in the Technical Bid. Any EMD previously deposited with the Institute shall not be considered for this tender.

3. The turnover of the company in running/operation of food plaza/cafeteria in the last three years should be at least 15 lakhs per annum.

4. The Financial Bid will be opened only of those contractors who qualify Technical bid. Date for opening Financial Bid will be intimated separately.

5. EMD will be released by Administrative Section after the order is placed to the successful bidder. Representatives who collect the EMD will be required to bring a photo ID and authority letter of bidder on the letter head.

6. The bidder must enclose the requisite mandatory documents/information as per part-III alongwith information desired in different annexures as annexed at Part IV. In case of non-submission of any of the above document, tender application will be summarily rejected and no further communication will be made in this regard.

7. General Eligibility Criteria for applying the Tender. The eligible bidders need to fulfill the following:

   7.1 Should have atleast five years continuous experience to run food plaza/cafeteria in Govt. Sector/Govt. Organization University/Govt. Institute/Govt. Hospitals or reputed Hospitals /Autonomous Bodies under single contract/s (without any break) valid for one calendar year or more with Satisfactory Performance Certificate issued from the organization.

   7.2 Average annual turnover should be Rs. 15 lakhs or more in running/operation of food plaza/cafeteria in the last three years ending 31.03.2013 and submission of proof shall be as under:
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a) Attach audited balance sheets and profit and loss account statements. Details of annual turnover should also be furnished as per format given below on letter head of the CA/ quoting firm duly certified by a registered chartered accountant.

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Annual Turnover (in lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010-11</td>
<td>Rs.</td>
</tr>
<tr>
<td>2011-12</td>
<td>Rs.</td>
</tr>
<tr>
<td>2012-13</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

7.3 Should have valid service tax registration number, valid PAN number, VAT registration number, sales tax registration.

7.4 Should have valid ESI and Employment Provident Fund Registration Number, for running the food plaza/ cafeteria business.

8. Any other documents required/stipulated in part II and part III of tender document.

Documents to be enclosed.

The following documents is required to be enclose in the tender application (all documents must be duly attested from Gazatted Officer or Notary, failing which the same shall be treated as invalid):

1. Attested copy of experience certificate.
2. Details of existing clients as per annexure V
3. Insolvency certificate from your bank for a minimum amount of Rs. 5 Lakhs
5. Attested copies of requisite documents in support of turnover for the last three years duly certified by Chartered Accountant. (This should be in conformity with the clause 7.2 of part –II)
6. Attested copies of Service Tax registration number.
7. Attested copy of PAN number.
8. Attested copy of VAT/TIN number.
9. Attested copy of Sales Tax number.
10. No black list certificate.
11. Requisite undertakings as per the tender application form.
12. Other undertaking / Certificate as per tender application form.

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13. Firm shall furnish a certificate from the concerned Chartered Accountant stating that upto date returns have been filed and there are no dues with the concerned department.

14. Undertaking that no case pending in Vigilance/CBI

15. Tenderer should have the License/permission to engage Labours/staff as required under the contract labour (regulation & Abolition) Act, 1970.

16. Tenderer should enclose Certified Copy of registration certificate under employees State Insurance Act, and Employee Provident Fund Act, for running the food plaza/cafeteria business.

17. Undertaking for compiling provisions of Child Labour Act and minimum wages Act.
Details of Earnest Money **Rs.25,000/- (One twenty five Thousand Only)**
BG/CD/FD/TD NO. & Dated ………………………
Issuing Bank & Branch Name ………………………………………

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Brief Particulars</th>
<th>Desired Information</th>
<th>Enclosures number (where applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Establishment/Firm/Company/Individual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Status: Whether Proprietary/Partnership Firm/ Pvt. Ltd. Co./Public Ltd. Co. (Enclose the copy of the partnership deed/Memorandum of Association, as the case may be)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Date of Establishment/Incorporation (Enclose the Copy of Certificate under the shop Establishment Act.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Address, Telephone NO., Email ID, Fax No. of Registered Office.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Address, Telephone No., Email ID, Fax No. of Local Office.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Names of Proprietor/ Director/Partners (as the case may be)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Name, designation and Phone NO. of persons authorized to sign the documents on behalf of the Company/Firm/Proprietary Concern (Authorization Certificate to be enclosed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Do you have any other business? If so, please given details</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Performance Certificate mentioning details as per Annexure-IV.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 11    | What is the annual turn-over of the Firm for the past three years. | 2010-11  
2011-12  
2012-13 | |
| 12    | Name of the Bankers with Telephone No. and Address | | |

Sign of Bidder
<p>| | |</p>
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>13</strong></td>
<td>VAT Registration No./TIN Number</td>
</tr>
<tr>
<td><strong>14</strong></td>
<td>PAN No., (Copy of PAN Card to be enclosed)</td>
</tr>
<tr>
<td><strong>15</strong></td>
<td>Total Number of Permanent Employees</td>
</tr>
<tr>
<td><strong>16</strong></td>
<td>Name of the Clients along with number of persons to whom catering services are being provided by you at present (One must be Govt offices/ Hospital/Institute)</td>
</tr>
<tr>
<td><strong>17</strong></td>
<td>Do you have at least 3 years experience of providing catering services to minimum 200 persons per day (Letter of recommendation from past clients to be submitted) from any Educational Institute/Govt. Organization/University/Hospital.</td>
</tr>
<tr>
<td><strong>18</strong></td>
<td>Do you agree to keep Application open for six months from due date.</td>
</tr>
<tr>
<td><strong>19</strong></td>
<td>Whether Co./ Partnership Firm/ Proprietary Concern is Registered under (Copy of Registration /License to be enclosed)</td>
</tr>
<tr>
<td><strong>20</strong></td>
<td>Sales Tax Regn. No.,</td>
</tr>
<tr>
<td><strong>21</strong></td>
<td>Service Tax Regn. No.</td>
</tr>
<tr>
<td><strong>22</strong></td>
<td>Whether all the Statutory Registration/ requirement as directed by Govt. Authorities to run such kind of business have obtained/fulfilled (Enclose copy)</td>
</tr>
<tr>
<td><strong>23</strong></td>
<td>Have you submitted IT Returns of last three years (copy to be enclosed)</td>
</tr>
<tr>
<td><strong>24</strong></td>
<td>Have you complied with provisions of child Labour Act (enclose undertaking)</td>
</tr>
<tr>
<td><strong>25</strong></td>
<td>Do you comply with provisions of Minimum Wages Act.</td>
</tr>
<tr>
<td><strong>26</strong></td>
<td>Have you entered in Joint Venture with any other Proprietary Concern Partnership Firm or Co. for submitting this Application</td>
</tr>
</tbody>
</table>

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<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>Have your Company/Firm been under litigation or any other action has been initiated by any authority for violation of any provisions of Law or have you been black listed by any organization.</td>
</tr>
<tr>
<td>28</td>
<td>Do you agree with all Terms and Conditions and enclose the same with Application form duly executed.</td>
</tr>
<tr>
<td>29</td>
<td>Have you submitted Demand Draft of Rs. 1135/- towards non refundable Tender Application fee.</td>
</tr>
<tr>
<td>30</td>
<td>Have you submitted Details of existing clients as per Annexure-V</td>
</tr>
</tbody>
</table>

1. I/we have gone through the contents of the application form carefully. The information supplied by me/us is true to the best of my/our knowledge and belief and nothing has been concealed there from. I/we confirm that I/we shall abide by the terms and conditions of the Institute.

2. I/We have deposited earnest money amounting to Rs.25,000/- (Rupees twenty five Thousand only) in favour of AIIMS, Rishikesh vide BG/CD/TD/FD No.______________ dated______________ .

3. I understand that mixed quotation will not be considered for acceptance.

4. Expenses for site preparation work and other expenses maintaining cleanliness of the surrounding area shall be borne by me and shall be arranged by me after obtaining necessary permission in writing from the Executing Officer of the license.

5. I/We also agree to all terms and conditions of the AIIMS, Rishikesh as stipulated in the tender form or as issued from time to time.

6. I/We also agree to sign the License Deed within 10 days from the date of issue of letter of acceptance/award, failing which the earnest money deposited by me shall liable to be forfeited by the AIIMS, Rishikesh.

(Signature of the Applicant)
(Seal, if any)
Dated:………………..

Sign of Bidder
i. The applicants are advised to see the space available at site in their own interest.

ii. It should be clearly specified on the envelope containing the application form “Application for allotment of FOOD PLAZA and technical bid and commercial bid should be put in separate envelopes and same be put in one bigger sealed envelope

iii. The tender form duly filled under sealed cover should reach office of Administrative Officer, All India Institute of Medical Sciences, Administrative Block, Virbhadra Marg, Rishikesh, Uttarakhand. The technical bids shall be opened as per schedule in the presence of the Committee. Only those who qualify the technical bid, their commercial bids will be opened.

iv. Each page of tender must be numbered and signed by the Authorized Signatory.

v. In case the application having been made by the partnership firm, a copy of the partnership deed should be enclosed with the application form.

vi. THE INSTITUTE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER/APPLICATION WITHOUT ASSIGNING ANY REASON THEREFOR. LATE INCOMPLETE AND CONDITIONAL TENDER SHALL NOT BE ACCEPTED.
Tender Enquiry No. 24/47/2013-RISH(ADMN)

**Part IV**

**ANNEXURE-I**

**SCHEDULE**

<table>
<thead>
<tr>
<th>Name and full Address of the quoting firm</th>
<th>:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone No.</td>
<td>:</td>
</tr>
<tr>
<td>Name of the Shop</td>
<td><strong>FOOD PLAZA</strong> located at Old Admin Building near Gate No.2</td>
</tr>
<tr>
<td>Cost</td>
<td>As per Annexure-II</td>
</tr>
<tr>
<td>Time for which it can be operated every day Including Sundays/Holidays</td>
<td>24 Hours</td>
</tr>
<tr>
<td>Amount which the firm/individual offers to pay as License Fee per month (NOT LESS THAN ________________)</td>
<td>Rs. ____________________ (in figures)</td>
</tr>
<tr>
<td></td>
<td>Rs____________________________(in words.)</td>
</tr>
</tbody>
</table>

Catalogues etc. to be enclosed if available separate sheet be attached if required a reference No. of separate sheet attached be mentioned herein this column.

Signature______________________________________

Name & full address________________________________

__________________________________________________

Telephone No._____________________________________

N.B.: Incase of thumb impression it should be witnessed by two persons other than those who are quoting for this work.
### ANNEXURE-II

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Items sold at ‘FOOD PLAZA’ Located at Old Admin Building, Near Gate No.2, at AIIMS, Rishikesh.</th>
<th>Quantity</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>ALL ITEMS BE PROVIDED IN A HYGIENIC FOOD GRADE MATERIAL WITH PROPER PACKING WHEREVER REQUIRED.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>BREAKFAST OPTIONS :</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Tea</td>
<td>150 ml</td>
<td>Rs.5/-</td>
</tr>
<tr>
<td>2.</td>
<td>Green Tea</td>
<td>150 ml</td>
<td>Rs.5/-</td>
</tr>
<tr>
<td>3.</td>
<td>Coffee</td>
<td>150 ml</td>
<td>Rs.8/-</td>
</tr>
<tr>
<td>4.</td>
<td>Black Coffee</td>
<td>150 ml</td>
<td>Rs.8/-</td>
</tr>
<tr>
<td>5.</td>
<td>Cold coffee</td>
<td>150 ml</td>
<td>Rs.8/-</td>
</tr>
<tr>
<td>6.</td>
<td>Milk (hot/cold)</td>
<td>150 ml</td>
<td>Rs.8/-</td>
</tr>
<tr>
<td>7.</td>
<td>Tomato Soup</td>
<td>150 ml</td>
<td>Rs.8/-</td>
</tr>
<tr>
<td>8.</td>
<td>Vegetable Sandwich + Ketchup sachet + paper napkin</td>
<td>80 gms</td>
<td>Rs.10/-</td>
</tr>
<tr>
<td>9.</td>
<td>Grilled Sandwich + Ketchup sachet + paper napkin</td>
<td>80 gms</td>
<td>Rs.12/-</td>
</tr>
<tr>
<td>10.</td>
<td>Aloo/Ajwain Parantha with 100 ml curd + sugar/salt sachet</td>
<td>Two pieces</td>
<td>Rs.25/-</td>
</tr>
<tr>
<td>11.</td>
<td>Aloo/Ajwain Parantha with pickle</td>
<td>250 gms</td>
<td>Rs.20/-</td>
</tr>
<tr>
<td>12.</td>
<td>Moong Dal/Besan Cheela of 100gm with Mithi chatani 50ml.</td>
<td>Two pieces</td>
<td>Rs.20/-</td>
</tr>
<tr>
<td>13.</td>
<td>4 puri 120gm, 100 gm bhaji and 100ml. curd.</td>
<td></td>
<td>Rs.25/-</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Price</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------------------------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>4 puri 120gm, 100gm bhaji and with pickle</td>
<td>Rs.20/-</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Paneer/ Veg. Kulchas 100gm + Ketchup sachet + paper napkin</td>
<td>Rs.15/-</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Eggs : Two Boiled/ fried omelet (plain/Onion/Tomato) with two bread slice.</td>
<td>Rs.15/-</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Assorted Biscuit packets of branded companies</td>
<td>As per MRP</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Packet of peanuts (salted and unsalted)</td>
<td>As per MRP</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Packet of Bhuna Chana (salted and unsalted)</td>
<td>As per MRP</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Breakfast in hygienic food grade packing:</td>
<td>Rs.20/-</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>100 gm pack of any breakfast cereal i.e. (cornflakes, oats, roasted dalia, wheat flakes)</td>
<td>Rs.15/-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>100ml hot/cold milk with two sachets of sugar, disposable bowl &amp; a spoon</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 slice of whole wheat bread, 25 gm butter sachet, 25 gm jam sachet and paper napkin.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BAKERY ITEMS:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Egg less cakes/muffins of individual packing (branded company)</td>
<td>As per MRP</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Vegetable Burger (Medium size)</td>
<td>Rs.15/-</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Cheese &amp; Chattani Sandwich</td>
<td>Rs.15/-</td>
<td></td>
</tr>
<tr>
<td>SOUTH INDIAN DISHES:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>2 Idli-Chutney/ Sprouted Idli of 80gm each, 100 ml Samber, 50ml coconut Chatuni food grade disposable bowl, spoon and paper napkin</td>
<td>Rs.20/-</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2 vada of 50gm each, 100ml Samber, 50ml coconut chatni food grade disposable bowl, spoon and paper napkin</td>
<td>Rs.20/-</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Uttapam 150 gm, 100ml Samber, 50ml coconut chatni good grade disposable bowl, plate, spoon and paper napkin</td>
<td>Rs.20/-</td>
<td></td>
</tr>
</tbody>
</table>
## Tender Enquiry No. 24/47/2013-RISH(ADMN)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>Rava Upma 150 gm, 100ml sambhar, 50ml coconut chatni good grade disposable bowl, plate, spoon and paper napkin.</td>
<td>1</td>
<td>Rs.20/-</td>
</tr>
</tbody>
</table>

### LUNCH/DINNER with spoon and paper napkin: Full meal combination of:

1. Paneer sabji (150gms) + Seasonal vegetable (150gms) + Dal/Chole/Rajma/Kadhi Pakora (150 gms) + Steamed rice (150 gms) + Two roti (Twa/tandoori 40gm each) + Bundi Raita (80 gm)

### MINI MEALS/Single items

1. Rajma/Chole/Dal 200 gm Rs.15/-
2. Shahi paneer/mutter paneer 200 gm Rs.20/-
3. Any seasonal vegetable 200 gm Rs.15/-
4. Plain rice 200 gm Rs.10/-
5. Kadhi Chawal (200 + 150)gm Rs.20/-
6. Rajma with jeera rice (200 +150) gm Rs.20/-
7. Chole with jeera rice (200+ 150) gm Rs.20/-
8. Tandoori roti 1 piece (40gm) Rs.3/-
9. Naan 1 piece (60gm) Rs.7/-

### SNACKS: (all should be made available with Ketchup sachet + paper napkin)

1. Bread Pakora 80 gms Rs.10/-
2. Vegetable Cuttlet 40 gms Rs.10/-
3. Kachori (with Alu subzi) (two pieces) 40 gm each Rs.15/-
4. Bread roll (two pieces) 40 gm each Rs.10/-
5. Seasonal pakoras 100 gm Rs.10/-
6. Samosa (two pieces) 50 gm each Rs.10/-
7. Matthi (2 pieces)/Namak Pare (100 gm) Rs.10/-
8. Aloo Bonda (two pieces) 40 gm each Rs.10/-
9. Chana dal Vada (two pieces) 40 gm each Rs.15/-
10. Vada Chutney (two pieces) 40 gm each Rs.15/-

Sign of Bidder
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<table>
<thead>
<tr>
<th>SWEET DISHES:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Besan Laddoo (50gm each)</td>
<td>2 Piece</td>
<td>Rs.15/-</td>
<td></td>
</tr>
<tr>
<td>2. Gulab Jamun (50 gm each)</td>
<td>2 piece</td>
<td>Rs.15/-</td>
<td></td>
</tr>
<tr>
<td>3. Balushai (40 gm each)</td>
<td>2 piece</td>
<td>Rs.15/-</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>JUICES: to be provided in disposable glass with one paper napkin</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Masumi/Kinu</td>
</tr>
<tr>
<td>2. Pineapple</td>
</tr>
<tr>
<td>3. Anar</td>
</tr>
<tr>
<td>4. Banana Shake</td>
</tr>
<tr>
<td>5. Mango Shake</td>
</tr>
<tr>
<td>6. Papaya shake</td>
</tr>
<tr>
<td>7. Chikko shake</td>
</tr>
<tr>
<td>8. Belras</td>
</tr>
<tr>
<td>9. Carrot Juice</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COLD BEVERAGES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Branded Dairy Products</td>
</tr>
<tr>
<td>2. Branded Mineral Water of all size packing of different branded Company.</td>
</tr>
</tbody>
</table>

N.B. In case of thumb impression it should be witnessed by two persons other than those who are quoting for this work.
Tender Enquiry No. 24/47/2013-RISH(ADMN)

ANNEXURE-III

LICENCE DEED

This agreement of Licence is made this_________ the day of __________, between the Director, All India Institute of Medical sciences, Rishikesh, hereinafter called the “Licensor” which expression shall mean and include all its successors, assigns and nominees of the first part and Shri ______________ (name and address of the licensee) hereinafter called the “Licensee” of the other part.

Whereas the Licensee Shri (name and address of the licensee) being a qualified tenderer as per tender process has been allowed the privilege of using ‘FOOD PLAZA’ located ___________________________, AIIMS, Rishikesh pertaining to basic /emergent requirement of patients/attendants to the patients and their relatives.

And whereas in consideration of the tender process and being a qualified tenderer the Licensor has decided to allow the Licensee to sell to patients/attendants to the patients visiting AIIMS, Rishikesh as aforesaid, on a monthly licence fee of Rs. ______________ (Rupees in words) at the above mentioned site commencing from _____________.

NOW THIS AGREEMENT OF LICENCE WITNESSETH AS FOLLOWS:

1. That the Administrative Officer. All India Institute of Medical Science will be the Executing Officer in the present case and all matters in respect of premises/licence will be dealt with by him on behalf of the Licensor, directly.

2. That the Licence shall be for a period of TWO YEARS only from ______________ to ______________ and, thereafter, may be renewed with minimum monthly enhancement of 10% over the prevailing licence fee and mutual consent on the terms and conditions to be agreed mutually between the Licensor and the Licensee.

3. That the monthly Licence fee shall be payable in advance on or before 10th day of each calendar month for use and occupation of the said space. In case of delay in payment, penal interest @18% shall be charged for the delayed payment (penalty will be calculated from the 1st day of the month) and non payment of licence fee for 3 months and beyond shall attract the premises of cancellation of Licence, forfeiture of security deposit and eviction proceedings under P.P. Act.

4. That, in addition to Licence fee, the Licensee shall have to deposit of Rs. ______________ (Rupees in words) towards security deposit, which will be refunded after the expiry of the Agreement or its termination and after removal by the Licensor of its belongings from the site in question only by Licensor and getting a No Demand Certificate from UPPCL. of AIIMS that the Licensee have cleared all dues in respect of Electricity Bill and handed over the FOOD PLAZA’ to the Engg. Services Deptt. without any damage.

5. That the overall control and supervision of the said space remain vested in the Licensor and officials of the Licensor shall at all reasonable hours, be entitled to inspect the premises under Licencee with respect to its bonafide use and in connection with the fulfillment of the other terms and conditions of the Agreement advertised with tender and further issued time to time. Administrative Officer (Estate) or the nominated committee members as constituted by Director, AIIMS Rishikesh shall periodically monitor quality of food and maintenance of hygienic conditions. The caterer/contractor will have to implement all feedbacks being given by such members time to time in

Sign of Bidder
order to maintain the standards up to the satisfaction of the committee.

7. That in order to carry on the above work of running the said **FOOD PLAZA**
    , the responsibility of obtaining other licences/ permissions, if any, from the competent authority, viz., ____________ or any statutory bodies, etc., shall be of the Licensee and, in no circumstances, the delay in the issue of such permission or refusal in getting the same shall not be a ground to pay the licence fee and other charges otherwise payable by the Licensee.

8. The Licensee shall use the space for the purpose for which it is earmarked and for no other purpose.

9. That the Licensee shall not permit the premises or any part thereof to be used by any other person(s) for any purpose whatsoever without the prior permission in writing of the Licensor. The Licensee shall not introduce any partner, nor can the Licensee transfer permission for use the premises or part thereof to any other third party under any circumstances.

10. That the Licensee shall sell the item listed in the **Annexure-II** as per the prescribed rates laid down. Any explanation/justification sought for in this reference shall have to be given by the Licensee immediately and any direction/instructions issued through the Executing Officer shall have to be abided by the licensee.

11. That the Licensee shall fulfill and abide by all the provisions of the Municipal laws in force, By laws, Rules and Regulations made there under and the provisions of Delhi Shop and Establishment Act and those of any other enactment for the time being in force.

12. That the Licensee shall keep the premises as well the surrounding areas clean and tidy. The Licensee shall not cause any destruction, any addition/alteration or encroachment or make publicity whatsoever in the premises under any circumstances and in the event of failure to abide by the same shall tantamount to breach/ violation of terms and conditions of the Agreement. However temporary structures in public interest only with the prior permission of the licensor may be considered.

13. That the Licensee shall fulfill and diligently comply with all the directions, general or special orders issued by the Licensor from time to time.

14. That the Licensee shall not do anything in or outside the said space which may create nuisance to the passerby/ general public/ other facilities or services.

15. Only authorized cooking gas media will be allowed for cooking and all cooking gas is to be arranged by the contractor at his own cost.

16. That on expiry of the period covered under this Agreement or in the event of revocation of Licence-deed under the terms and conditions or in case of non-use of the space for a period of thirty consecutive days, the Licence shall have to remove its belongings and hand over vacant physical possession to the Licensor failing which the Licensor shall be entitled to remove the belongings of the Licensee from there at the Licensee’s cost.

17. That the Licensor shall be entitled to forfeit the security deposit and cancel the Licence in the event of breach of any of the terms and conditions or clauses of this agreement by the Licensee.

18. That the Licensee shall deal with the general public politely and shall not conduct itself in such way as to cause annoyance to anyone.

19. That the Licensor shall have the discretion, at all times to alter/shift the site to any other place without assigning any reason(s) whatsoever. No claim /compensation if any demanded by the licensee in this regard will be entertained.

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20. That the Licensee shall always appropriately display the rates of products/items being offered for sale at the site.

21. That any notice to be given under the terms of the Agreement shall be considered to be duly served if the same has been affixed at the site as allotted for running the trade to the Licensee.

22. That in case of any dispute between the Licensee and the visitors/staff, the matter shall be referred to the Executing Officer, whose decision shall be final and binding upon the Licensee.

23. That the Agreement can, at any time, be withdrawn/cancelled/terminated by giving one month’s notice in writing by either side without assigning any reason(s) and the Licensee shall vacate the space within the stipulated period, failing which Licensee shall be liable to be removed by the Licensor, by use if force, if necessary, In addition, the Licensee shall, in the event of refusal/neglect to vacate the site be liable to pay twice of the monthly licence fee i.e. Rs. ________________ (Rupees in words) per month towards damage charges and the same will be payable by the Licensee failing which the same will be deducted from the security, if any, lying with the Licensor, and/or shall be recovered from the Surety/Guarantor. 2. The Licensor has the right to determine this license by giving notice to the License and get the same vacated as per Public Premises (Eviction of unauthorized occupants) Act.

24. That no claim of Licensee can be entertained for non-payment of Licence fee or reimbursement thereof on any ground, whatever, including on slump in sales on account of strike etc. at All India Institute of Medical Sciences, New Delhi.

25. If, in the opinion of the Institute, there is any defect or deficiency in the performance of this contract, the Director may terminate the license or impose a fine of Rs.5000/- (Rupees Five Thousand only) on the licensee on each occasion. Such fines will be deductible from the security deposit or any amount due to the licensee, if not sooner paid by the licensee.

26. The said space/premises of using is a FOOD PLAZA located __________________ of AIIMS, Rishikesh.
   The routine maintenance of the said premises shall be done by Licensee at their own cost. Major repairs as may be required to be done to natural weathering and which are not due to mishandling of the licensee shall be considered by the Licensor.

27. For maintaining the aesthetic beauty of the area and for general welfare/interest of the Licensor instructions as issued by the Executing Office from time to time shall be abided by the Licensee.

28. The Contractor shall not use or allow to be used the food plaza premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter in and around the food plaza building without valid authority.

29. The contractor shall at his cost, employee adequate number of catering staff such as supervisors, Cooks, helpers, Services Boys, Sweepers and other persons for smooth and efficient running of the food plaza services.

30. The Licence fee so fixed herein above should be deposited by Bank Draft/Pay Order in favour of Director AIIMS, through the Administrative Officer. Any delay lapse on account of non-payment of the said amount within Rishikesh stipulated period shall be deemed to be breach of contract and shall entitled the Licensor to deal with the licensee befittingly in a manner as per the circumstances.

31. Sub-letting of any portion in any form is not permissible. If found, action will be taken as deemed fit including forfeiting of EMD and termination of Contract.

32. In case of any incidents/quarrel/complaints occurred/thefts in the FOOD PLAZA then all type of FIR with the police, courts cases on this account has to be dealt with by the licensee immediately with information to the concerned authorities under intimation to the licensor.
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33. The Licensee shall make appropriate arrangements and install adequate firefighting equipment in accordance with Delhi Fire Service bye laws at its own cost and ensure that they are periodically checked and maintained. The Licensor shall have the right to get the installed equipments checked /monitored form Uttarakhand Fire Service or any other approved agency at the cost of the Licensee if felt appropriate during the period of license. The Licensee will also obtain NOC from Uttarakhand Fire Service in respect of allotted licensed premises.

34. The License cannot be transferred or assigned by the Licensee in any circumstances and in case of any change in the constitution of the licensee, without prior specific consent of the licensor, the rights of the present license shall revert to the Licensor forthwith.

35. The built up structure must not be used for any purpose other than that mentioned in this license. No benches/tables/counters/hoarding, etc., are allowed to be fixed outside the defined premises by the Licensee and surrounding area shall be open for free movement of general public.

36. Administrative Officer or the nominated committee members as constituted by Director, AIIMS Rishikesh shall periodically monitor quality of food and maintenance of hygienic conditions. The caterer/contractor will have to implement all feedbacks being given by such members time to time in order to maintain the standards up to the satisfaction of the committee.

37. The licencee shall bear the cost of stamp duty to prepare license agreement. All other applicable charges shall also be borne by the licensee.

38. During the contract period, there will be no revision in the rates. If during the said contract period and /or during extended period of contract, the Contractor expresses his inability to fulfill the contract or run the Food plaza it will be treated as breach of contract and the contract will be terminated. In such case, AIIMS Rishikesh reserve to right to :
   (I) Forfeited the security deposited submitted by the contractor.
   (II) Blacklist the contractor for three years.

39. The contractor shall observe, abide and comply with the Rationing provisions/regulations /rules that are in force or that which shall be brought in to force from time to time and shall obtain the necessary permits and comply with the directions of the Food and Rationing Authorities including submission of returns etc.

40. The contractor hereby agrees that variation in the rebate price/rate of the articles of food and soft drinks as offered by the contractor shall not be allowed to be changed during first year of contract and thereafter the same may be allowed only after with prior written permission of the AIIMS Rishikesh Authorities. However the items sold on MRP mentioned by the company may be changed with information to the licensor.

41. The contractor shall display the price/rate of the articles of food and soft drinks. The contractor shall also arrange copies of the menu card having the rebate price/rate offered by the contractor over the articles of food and soft drinks provided by the contractor countersigned by Contractor and AIIMS Rishikesh Authorities. In addition the contractor shall also arrange the list of price/rate as approved from time to time by the AIIMS in bold letters at such conspicuous place as may be directed by it.

42. Contractor shall obtain the License from the Health Department of concerned department and pay the license fees accordingly.

43. Selected contractor, to whom the final contract will be awarded, shall enter into AGREEMENT. The stamp Duty, Execution Cost etc. shall be borne by the Agency entering into agreement with AIIMS.

Sign of Bidder
46. **Maintenance & Insurance of premises**-

The Licensee shall be responsible for proper upkeep and maintenance and/or any damages or loss done to the premises. The Licensee shall insure and keep adequately insured the said built-up structure against any loss of damages by fire or any other natural calamity, in the joint name of the Licensor and the Licensee, in such insurance office as the Licensor may approve, and shall produce the policy cover of insurance and receipts of premiums and other payments, whenever required by the Licensor or his agents for inspection, Provided also that if such money be insufficient for that purpose, the Licensee shall; at his own expenses rebuild the premises and make it habitable; provided always that if the Licensee shall fail to insure and keep insured the said premises, the Licensor may do so himself and recover from Licensee all sums so paid, as part arrears of license charges. For maintaining the aesthetic beauty of the area and for general welfare/interest of the Licensor instructions as issued by the Executing Office from time to time shall be abided by the Licensee.

47. **No damage to the fixture and fittings**- That the Licensee shall not injure or damage any of the electric, sanitary and other fixtures and fittings and appliance of whatsoever nature included in premises as licensed to it, and shall take good care of the same and shall from time to time restore and replace any of such fittings and appliances as are damaged or worn out.

48. **Penalty for Default**- That the Licensor shall be entitled to forfeit the security deposit and cancel the Licence in the event of breach of any of the terms and conditions or clauses of this agreement by the Licensee.

49. The firm will also ensure availability of all medicines & surgical consumables at all times. In case of non-availability of any item, the firm will procure the requisite item from the nearby market and provided the same within an hour to the patient.

50. In case the contractor fails to supply the listed food items/juices, a penalty will be imposed to be decided by competent authority on the merit of the complaint by the licensor.

51. **No compensation**- Even on the determination of this License (either prior to the time provided herein or in the extended time) the Licensee shall not be entitled to any compensation whatsoever.

52. **Indemnity**- The bidder shall indemnify the Institute against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any lost or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job, safety measures prevalent in India and will free the hospital from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder’s negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to hospital and will not hold the hospital responsible or obligated. AIIMS may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case or if the case is not defended as per the satisfaction of the AIIMS Rishikesh.

In witness whereof, the licensee and the licensor here appended their signatures to this indenture on this __________ day of __________ at the Rishikesh, Uttarakhand.

**LICENSEE**

Witness:

1.

2.

**LICENSOR**

Sign of Bidder
<table>
<thead>
<tr>
<th>S.N.</th>
<th>Name of Contract &amp; Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Scope of Tender</td>
</tr>
<tr>
<td>3</td>
<td>Date of Start</td>
</tr>
<tr>
<td>4</td>
<td>Period</td>
</tr>
<tr>
<td>5</td>
<td>Report towards Quality of food and performance.</td>
</tr>
</tbody>
</table>

(Seal of the Organization)  

(Signature of the issuing authority of the Contract /order)

Date

NOTE: This may also be submitted in another format mentioning above information enclosing a copy of agreement.
Details of existing clients:
(Separate page must be submitted for each Client)

<table>
<thead>
<tr>
<th>Name of the Company</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of the Company</td>
<td></td>
</tr>
<tr>
<td>Name, designation of contact person with telephone number</td>
<td></td>
</tr>
<tr>
<td>Number of persons to whom catering services are provided per day</td>
<td></td>
</tr>
<tr>
<td>Number of employees deputed by the Contractor for the said client</td>
<td>Kitchen Staff</td>
</tr>
<tr>
<td></td>
<td>Service Boys</td>
</tr>
<tr>
<td></td>
<td>Others</td>
</tr>
</tbody>
</table>

Signature of the Applicant
Name and Designation of the Applicant
Seal of the Applicant

Sign of Bidder