

All India Institute of Medical Sciences

Rishikesh – 249203



Tender document for Leasing of Shops in Residential Complex at AIIMS Rishikesh

Ref. No.	:	24/Leasing of shops/820/2025- Rishi(Admin)
Publishing Date	:	22/08/2025
Pre-Bid Meeting	:	29/08/2025
Bid Submission Start Date	:	01/09/2025
Last Date of Bid Submission	:	15/09/2025
Bid Opening	:	16/09/2025

Tender documents may be downloaded from Institute's web site www.aiimsrishikesh.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>

Leasing of Shops in Residential Complex at AIIMS Rishikesh

Name of the Item	Leasing of Shop in Residential Complex at AIIMS Rishikesh.
Tender No.	Tender Enquiry no 24/Leasing of Shop/820/2025-Rishi(Admin)
Period of Contract	3 + 2 (Three years which is further extendable for a maximum period of 2 years but one year at a time with mutual consent of both the parties)
Earnest money deposit	Rs. 27,000/- for Shop with floor area 258 Sqft Rs. 54,000/- for shop with floor area 531 Sqft i.e. 05% of the Contract value (5% of the total rent of three years)
Performance Security	10 % of the Contract value (10% of the rent of three years)
Pre-bid Bidding	Date 29/08/2025 at 03:00 PM at tender officer, AIIMS Rishikesh.
Last date & Time of receipt of Tender	Date 15/09/2025 Up to 03:00 PM on https://eprocure.gov.in/eprocure/app .
Date & Time of opening of Technical Bid	To be announced later
Date & Time of opening of Financial Bid	To be announced later
Tender documents download from	www.aiimsrishikesh.edu.in https://eprocure.gov.in
Website for online submission	http://eprocure.gov.in/eprocure/app .

NOTICE INVITING TENDER

For

“Leasing of Shops in Residential Complex”

AIIMS, Rishikesh

Dated 22/08/2025

Subject: E-TENDER FOR LEASING OF SHOPS IN RESIDENTIAL COMPLEX AT AIIMS RISHIKESH.

All India Institute of Medical Sciences (AIIMS), Rishikesh invites bids through E-Tender for Leasing of Shops in Residential Complex at AIIMS Rishikesh.

The bids will consist of two packets: Packet-A and Packet-B. Packet-A will consist of Technical and other conditions as laid down in the Bid document. Packet-B shall consist of the Financial Bid as per conditions laid down in the Bid document.

Bidders are required to deposit an amount of **Rs. 27,000/- For Shop with floor area 258 Sqft and Rs. 54,000/- for shop with floor area 531 Sqft** as EMD through Bank Guarantee or Fixed Deposit (FDR) prior to submission of E-Tender. The E-receipts for the same shall be uploaded along with tender document. Bids uploaded without E-receipt of EMD shall not be entertained.

The successful bidder shall be intimated about the Award of Licence within 90 days of opening of Bid.

The Notice inviting bid along with instructions to bidders, Scope of Work, eligibility criteria, system of award of licence, agreement, etc. form part of the bid document.

TENDER NOTICE

For

“Leasing of Shops in Residential Complex in AIIMS Rishikesh premises”

AIIMS, Rishikesh, Virbhadra Marg, Rishikesh, Dehradun

1. E-Tenders in Two Bids (Technical & Financial) basis are invited on behalf of the Executive Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible Leasing of Shops in Residential Complex at AIIMS Rishikesh.
2. Bids shall be submitted online only at CPPP Website: <https://eprocure.gov.in/eprocure/app>.
3. The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0135-2462915.
4. Bidder/Contractor/Bidders are advised to follow the instructions provided in the ‘Instruction to the Contractor/Bidder/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.
5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. Hard Copy of original Earnest Money Deposit (EMD) must be delivered to AIIMS, Rishikesh on or before last date/time of Bid submission as mentioned above. The bid without EMD and will be summarily rejected. The scanned copy of the EMD should be attached in the technical Bid.
7. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder before uploading.
8. The Contract will be awarded to the firm, who will quote the maximum License fee per month.
9. The Quotation should be in INR per month basis in the prescribed format of Financial Bid.

The offers submitted by any other than above method shall not be considered. No correspondence will be entertained in this regard.

10. Any future clarification and/or corrigendum(s) shall be communicated through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>. Or AIIMS, Rishikesh website: www.aiimsrishikesh.edu.in. The bidders are required to regularly check the website to know about any/all such corrigendum(s).
11. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying with all specifications or have any variation.
12. The pre bid conference would be held on 29/08/2024 at 03:00 PM in the office of Tender Opening Room, AIIMS, Rishikesh. All firm's representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letter head.
13. All the duly filled/completed pages of the tender should be given serial/page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & condition shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected outrightly.
14. Any omission in filling the columns of Financial Bid form (Monthly License fee in INR) shall debar a bidder from being considered. Columns in Financial Bid should be filled up carefully by the Bidder.

Hard copy of original (Bid security) EMD, sealed and super-scribed with tender name, number and address must be delivered to the address mentioned below:

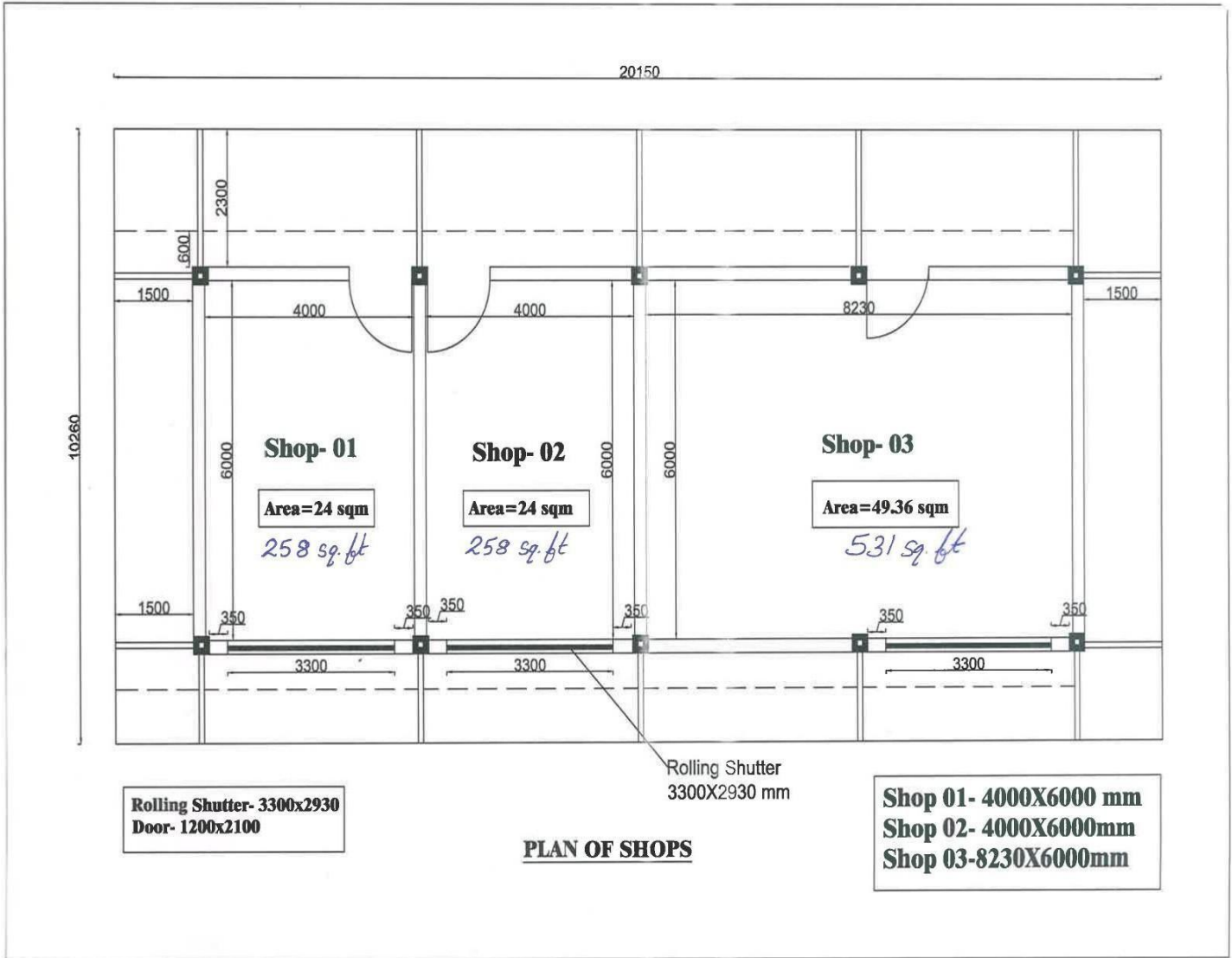
**The Executive Director
All India Institute of Medical Sciences,
Rishikesh, Virbhadr Marg,
Rishikesh-249203, Uttarakhand**

Scope of work:

1. The Institute requires the successful bidder shall operate the shop strictly for its designated purpose.

Sr.No.	Type of Shop	Size of Shop	Maximum Electrical Load	Purpose of Shop
1	Grocery (Multi-Purpose Departmental Store)	531 Sqft	10.0 KVA	Household essentials, stationery items and other daily needs
2	Milk Booth	258 Sqft	5.0 KVA	Milk and Dairy Products
3	Fruits & Vegetables	258 Sqft	5.0 KVA	Fresh Fruits, Vegetables and its juices

2. Ensure high-quality goods, reasonable prices and compliance with FSSAI and local regulations.
3. Maintain hygiene, cleanliness and safety in the shop premises.
4. Pay monthly rent on time as per the lease agreement.



TERMS AND CONDITIONS

1. Tender must be accompanied with earnest money amounting to **Rs. 27,000/- For Shop with floor area 258 Sqft and Rs. 54,000/- for shop with floor area 531 Sqft**, in the shape of Bank Guarantee or Fixed Deposit (FDR) with the validity period of minimum of 6 months or account-payee/Demand Draft / Bankers Cheque in acceptable form which should be drawn in the name of the All India Institute of Medical Sciences, Rishikesh from issue of tender notice of the said shop/site. No other format for Earnest Money deposit would be accepted and such bid shall be rejected straightway.

NOTE: The bidder will give Bank Guarantee or Fixed Deposit (FDR) from his/her own bank account/firm account. Bank Guarantee or Fixed Deposit (FDR) from the account of third party/any other person/firm shall not be considered and such bid will be deemed rejected.

2. The following pre-qualification documents are to be uploaded along with the tender form. However, the tenders received without any of the following documents, may render the tender invalid and the commercial bid would not be opened: -
 - a) The applicant must be resident of India and any one of the following documents (self-attested) mentioned will be uploaded as a proof of residence.
 - (i) Aadhar Card
 - (ii) Valid Driving Licence
 - (iii) Ration Card
 - (iv) Certified copy of Bank Account Statement
 - (v) Voter Identity Card
 - (vi) Valid Passport
 - (vii) Water/Electricity Bill (Latest)
 - b) The Bidder should have valid PAN and GST number.
 - c) Bidder must have experience of running similar outlet(s) for not less than three years in a Government/Semi-Government/Autonomous body/ any reputed organization etc. Interest bidder may apply along with sufficient proof of experience /ability to run the shop.
 - d) Good Financial health of an individual/firm in terms of working capital, to run the said shop smoothly.
 - e) A firm having any suit/criminal case pending against its proprietor or any of its Directors (in case of Pvt. Ltd. Company) or having been earlier convicted for violation of PF / ESI / Minimum Wages Act or any other laws in force shall not be eligible.
 - f) Firm should be ISO 9001 Certified before applying for Tender.**

- g) Affidavit to the effect that the firm / individual/company is not blacklisted by any Govt. Organisation and that no criminal case or economic offence is pending under any Court of Law / Registered with Police (**Annexure-IV**)
- h) Self- attested passport size photograph of the bidder should be pasted on the tender form at last page.

NOTE: The bidder/authorized person has to produce all documents in original at the time of opening of tender in support of the self-attested photocopies of the documents which have been uploaded by him/her with the bid document. In case the bidder/authorized person fails to produce the original documents, his/her tender shall stand automatically cancelled.

IMPORTANT NOTE: -

- I. Sub-letting is prohibited. The person who gives his/her awarded license to other person shall be debarred for next two years from dealing with the AIIMS Rishikesh in addition to immediate cancellation of license.
- II. Price bid once submitted with tender cannot be revised (unless or otherwise negotiated after opening of tender/bid)
- III. The person who backs out after bidding will be debarred for next two years from dealing with the AIIMS Rishikesh. His/her earnest money shall also be forfeited.

OTHER CONDITIONS REGARDING LICENSING OF SCOPE FOR LEASING OF SHOPS IN RESIDENTIAL COMPLEX AT AIIMS RISHIKESH

- 3. If more than one tender is received from one/ single firm or its partners or director of the company, the tender with the highest bid from the said firm will be entertained and the licence will be issued in the name of the firm only and not in the name of their representative/partner.
- 4. It is non-exclusive contract. The parties have mutually agreed that no relationship of tenancy and landlord is intended to be created by the parties under this tender. It is basically a contract for service to run shops in AIIMS Rishikesh premises only.
- 5. The bidder, who participated in the tendering process in the capacity of individual and not in the capacity of partner/ representative of a partnership firm/company shall on becoming successful in the bidding process to obtain the licence will not be allowed to enter into any partnership later on. In case of violation of this clause, his/her licence will be cancelled and the security deposit will be forfeited and further debarred for 2 years for dealing with the Institute.

6. After the acceptance of the bid of successful bidder, no request for change in the credentials/status of the applicant/firm will be allowed and the tender will be awarded in the name of bidder on the basis of application/documents submitted with the tender form.
7. ***The license will be for Three years (which is further extendable for two years but one year at a time with 10% rent escalation after three years with mutual consent) which is awardable in order of highest bid. In case the first highest bidder backs out and fails to take possession of the premises he/she will be debarred for two years and the earnest money shall be forfeited and the tender will be awarded to Second Highest Bidder.***
8. In case, at the time of opening of price bids, if two bids are found equal, the bidders who have quoted the same bid would be called for negotiation and the highest bidder be allotted the shop. In case, both the bidders opt to skip the negotiation, the bidder with greater turnover will be selected. Further, it has also been decided that in case the bidder so selected doesn't come forward to take possession of the said shop, his/her EMD will be forfeited in addition to debarring for two years.
9. In case of any outstanding amount remain unpaid as on date of applying in respect of any shop/site run by the successful bidder presently / previously in AIIMS Rishikesh, then the same will not be allowed to take part in the tender process.
10. The Executive Director, AIIMS RISHIKESH, reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever, and without any prior notice to the bidder(s) whatsoever.
11. License fee should be mentioned both in figures as well as in words, in the price bid of tender.

**DOCUMENTS/PAYMENTS TO BE SUBMITTED BY SUCCESSFUL
BIDDER(S)**

12. (i) Documents/payments are to be submitted/deposited by the successful bidder within 15 days from the issue of **letter of award** and before taking over the possession of the premise. The possession of the premises will be given after the submission of the following documents: -
 - a) **Licence Deed on Non-Judicial Stamp Paper worth Rs. 100/-**
 - b) One-Month Advance Licence fee plus Goods and Services Tax.
 - c) Performance Security deposit @ 10% of the contract value (i.e 10% of three years Licence fee) by way of Bank Guarantee or Fixed Deposit (FDR) pledged of scheduled bank in favor of AIIMS Rishikesh as per prescribed format attached as **Annexure-III** payable at Rishikesh valid for 60 days beyond the expiry of period of contract.
 - d) Rs. 50,000/- as additional Security against Electricity supply.
 - e) The Licensee should deposit the Police Verification Report receipt within 15 days of

taking over the possession of the shop and Police Verification Report in a period of 2 months.

Note: If the licensee does not submit the aforesaid documents/payments within the stipulated period a fine @Rs. 500/- per day for each document will be charged for each day of delay beyond the stipulated period i.e. after 30 days, till the actual deposit of the same, maximum for one month from the date of award of the contract. After one month, if the documents are not deposited, allotment is also liable to be cancelled; EMD forfeited and forest tender will be floated.

- (ii) Documents are to be submitted/deposited by the successful bidder after taking possession of the premises: -

- 13. The bidder will be sole proprietor of the business/firm, and if not, the document-governing letter of Authority from the firm/company shall be furnished along with the documents mentioned in the para above.**

LICENCE DEED

14. The licensee shall execute necessary licence deed specifying the terms and conditions may be provided by AIIMS Rishikesh, on the Non-judicial steam papers worth Rs. 500/- at his/her own cost in duplicate, within 15 days from the issue of Letter of Award, along with other documents/payments, failing penalty a mentioned in the tender document shall be imposed.
15. ***The licence shall initially be for a period of three years. The licence is further extendable for two years (one year at a time with 10% rent escalation) by the AIIMS Rishikesh subject to the satisfactory service of the successful bidder and may be extended on the sole discretion of the Executive Director, AIIMS Rishikesh. The licensee shall not be eligible for such extension as a matter of right whatsoever, and the decision of the Executive Director, AIIMS Rishikesh, shall be final and binding on the licensee. In Case of Default the licensee may not be extended.***
16. The request for extension in licence, if any, by the licensee should be received at least 90 days before the completion of the original term. In case it is not so received, AIIMS Rishikesh would be at liberty to proceed with fresh tender.
17. If at any stage, it is found that the bidder/authorized person has submitted/product fake/forged/manipulated documents, his/her EMD/PBG, Security amount will be forfeited, he/she will be debarred for two years for dealing with AIIMS Rishikesh and his/her licence will also be terminated and AIIMS Rishikesh will be at liberty to initiate legal proceedings against the bidder/authorized person.

POSSESSION OF THE PREMISES

18. Failure to occupy the premises within 15 days of issue of Letter of Award after site availability confirmation may result in forfeiture of earnest money and cancellation of licence. Further, documents are to be submitted/deposited by the successful bidder after taking possession of the premises: -
- 19.
- a) For the purpose of trade, the licensee at his/her own cost shall ensure display of specified menu along with price, failing penalty/fine Rs. 10,000/- will be imposed for every lapse by the AIIMS Rishikesh.
 - b) The licensee shall use the premises solely for the purpose for which it has been licensed out, and for no other purpose and he/she shall not part with the premises/sub-let the premises to any one directly or indirectly.
 - c) It is non-exclusive contract. The parties have mutually agreed that no relationship of tenancy and landlord is intended to be created by the parties under this tender. It is basically a contract for service to run designated shop.
20. a) The shop/outlet shall offer a range of items generally expected in such a category (e.g., grocery, milk, or fruit & vegetables), ensuring availability of essential commodities as required by the residents. The list of items may be reviewed or modified in consultation with the Estate Office of AIIMS Rishikesh. However, the Institute may add or delete any number of items to the shop/outlets either suo-moto or on the recommendation of the designated committee. The licensee will be required to strictly adhere to the specification/scale/quality/quantity/brand of various items as mentioned below.
- i. Quality and quantity of all items (Prepared / raw material) would be subject to inspection by the AIIMS committee from time and time without any prior notice.
 - ii. No item should be kept uncovered /under unhygienic conditions / dirty utensils.
 - iii. Log of cleaning and hygiene to be maintained. Food handlers should ensure proper hygiene / wear head gear and medically examined every six months and reports to furnish to AIIMS Rishikesh.
 - iv. At no time of the day dustbins should be more than 3/4th filled.
 - v. Pre-prepared things should be time-labeled/stored in cold storage. To be used within limited time.
 - vi. Styrofoam and plastic containers not to be used only environment friendly paper cups and plates to be used food to be served in stainless steel thalis or crockery which are meticulously cleaned and replaced if they are stained. Paper napkins to be made available.
 - vii. Adequate staff to be recruited to ensure cleanliness of the premises and waiting time should not be more than 15 mins.

- viii. The staff recruited should wear neat and clean uniform and maintain courtesy with the customers and other staff/employees.
- ix. No advertisement of the products will be displayed on the walls of the shop. Only Health education messages and rate list will be displayed.
- b) The licensee shall ensure provision and sale of quality products and in no case the items as above which are spurious/rotten, soiled, damaged, post-dated without date of manufacture and Expiry/Best Before and expired would be stocked or sold by the licensee. Breach of these conditions will entail immediate suspension and cancellation of the license. The products shall conform to the rules and laws of the Govt. regarding their sale.

PAYMENT OF LICENCE FEE

21. The licensee shall pay to the licensure monthly licence fee in advance and without demand by 7th of each month along with Goods Services Tax (GST) or any other tax/Cess imposed or revised by the competent authority from time to time. The licence fee for the first month shall be paid within 15 days from the issue of letter/memo. Of licensing out of the said space and before taking possession. In case of failure to pay, licence is liable to be withdrawn. The licensee shall pay interest @18% p.a. on licence fee due from him/her. If he/she does not pay the same on due date, but will not be permitted to do so beyond one month and thereafter his/her licence is liable to be cancelled and the **outstanding dues will be recovered from the security deposit and PBG till the amount is fully recovered. The balance after recovery of amount due to AIIMS Rishikesh shall be refunded to the licensee.**
22. The licensee will deposit licence fee in online/RTGS/NEFT or by crossed Bank Draft of any scheduled bank at Rishikesh, in favor of All India Institute of Medical Sciences, Rishikesh. The licensee is liable to submit the credit advice for deposit of licence fee through online/RTGS/NEFT on or before of the 7th of each month in the following Bank Account.

Bank	Punjab National Bank
A/c No	6189000100021125
A/c Holder	AIIMS Rishikesh
Branch	Pashulok, Rishikesh
IFSC	PUNB0618900

PAYMENT OF ELECTRICITY & WATER CHARGES

23. Electricity charges will be paid by the contractor/bidder based on actual consumption, at the prevailing rates set by UPCL (Uttarakhand Power Corporation Limited). These charges include both fixed and variable components, and they may change if UPCL, revises the rates, at such higher rates as may be decided by the Institute from time to time. (Electrical load per shop is Fixed Contractor/Bidder not allowed to overload the electrical system).

24. Water charges shall be paid by Contractor/Bidder as per actual consumption on the prevailing rates or 1% of the monthly rent (whichever is higher) or at such higher rates as may be decided by the Institute from time to time

PERFORMANCE SECURITY DEPOSIT

25. a) The licensee will give within one month from the date of allotment, Performance Security Deposit @ 10% of the contract value (i.e 10% of three years License Fee) by way of Bank Guarantee or Fixed Deposit (FDR) pledged of scheduled bank in favor of AIIMS Rishikesh as per prescribed format attached as Annexure-III payable at Rishikesh valid for 63 days beyond the expiry of period of contract. Non-submission of Performance Security Deposit within one month from the date of allotment shall attract penalty of **Rs. 2500/- per day** and if the delay is more than 15 days the license is liable to be terminated. ***The licensee will give Performance Security Deposit from his/her own bank account and Performance security Deposit from the account of third party/any other person/firm shall not be considered.***
- b) In addition, the licensee shall be Rs. 50,000/- as an additional Security against Electricity supply in shape of FDR in favor of All India Institute of Medical Sciences, Rishikesh which shall remain valid till 30 days in advance within 15 days from the issue of allotment letter for the offer of the licence and before taking possession of the said premises with the Executive Director, AIIMS Rishikesh, which will be kept by the Institute and refunded only after getting the No Dues from the concerned Department.
26. EMD of the allotted / licensee will be refunded only after submission of the ***Performance Security Deposit*** and in case of non-submission of ***Performance Security Deposit*** the same will be kept as security till submission of the ***Performance Security Deposit*** and may be adjusted against dues, if any. However, in case the allottee / licensee without submitting the ***Performance Security Deposit***, terminate or submits vacation / termination notice before expiry of one month from the date of allotment, his / her EMD shall be forfeited.
27. The licensee will deposit the amount of ***Performance Security Deposit*** in the shape of Bank Guarantee or Fixed Deposit (FDR) pledged (of any scheduled bank at Rishikesh), in favor of **All India Institute of Medical Sciences, Rishikesh**.
28. The security or remainder thereof, if not forfeited shall be refunded to the licensee after the expiry of the licence, after the vacation of the premises by the licensee and after adjusting dues, if any.
29. In the event of breach or non-observance of any of terms and conditions of this license, the Executive Director may forfeit the Security either in full or in part and in that case the bank guarantee / pledged FDR may also be encased, if required.

SPECIFIC CONDITIONS

30. The tenderer shall bring their own equipment and instrument to run their shops. The Institute will only provide the space, as outlined in the table below, for each shop.

Sr.No.	Type of Shop	Size of Shop	Maximum Electrical Load	Quantity
1	Grocery (Multi-Purpose Departmental Store)	531 Sqft	10.0 KVA	02 Room
2	Milk Booth	258 Sqft	5.0 KVA	01 Room
3	Fruits & Vegetables	258 Sqft	5.0 KVA	01 Room

31. The shop will be allotted on an “as-is-where-is” basis interested contractors are strongly advised to visit the site to assess existing conditions before quoting.

32. Any temporary interior modifications, such as installation of storage fixtures, false ceiling or partitioning shall be carried out only after prior written approval from the Engineering Department.

33. **Approval of equipment installation:** The contractor is required to submit a list of all electrical/electronic equipment intended for use to the Engineering Department Installation shall be carried out only after obtaining written approval.

34. **Material Storage Restrictions:** No material is allowed to be kept in non-designated areas. The contractor is responsible for ensuring that corridors and common passageways remain unobstructed and clean at all times.

35. The Engineering Team will conduct regular inspection every 6 months to assess the condition and performance of the shop. Any damage or modifications found to be beyond the original scope of work shall be rectified by the licensee within a timeframe determined by the Engineering Team.

36. Rectification Procedure:

- i. The Engineering Team shall notify the licensee for any defects or damages beyond the approved scope of work, specifying the required rectification work and timeframe for completion.
- ii. The Licensee shall rectify the defects or damages at their own expense, ensuring that the work meets the standards specified in the original contract.
- iii. The Engineering Team’s decision on the timeframe for rectification shall be final and binding on the licensee.

37. Terms and Conditions:

- i. The Licensee shall ensure that all materials and equipment used for rectification work meet the specified standards.
- ii. The License shall be responsible for any additional costs incurred due to their failure to rectify defects or damages within the specified timeframe.

- iii. The Engineering Team reserves the right to inspect the rectification work to ensure compliance with the contract requirements.
38. An electrical meter will be provided by the Institute for the maximum allowable electrical load, as outlined in the table. In the event that the meter is damaged or burnt due to overload or negligence on the part of the contractor, it shall be the contractor's responsibility to replace the meter, subject to prior approval of meter from the Engineering Department. Until the meter is replaced, the contractor shall be liable for paying the average monthly Electricity bill for the shop.
39. Prices:
- M.R.P Product :- Product should not be sold above M.R.P
 - Non M.R.P Product :- Product should not be sold above market price.
40. Only designated business has to be carried out in the shop as per this contract.
41. The licensee will be allowed to display only the Shop No. Licensed out to him/her and the name of trade for which the licensee has been given to him/her. No other name/image except the offer of discount will be displayed by him/her. Any violation of this clause would attract penalty provisions of this tender form.
42. Permissible Equipment & Energy source
- a) Use of LPG or any other gas cylinder (domestic or commercial is strictly prohibited within the designated shop.
 - b) The License shall use only electric appliance such as microwave ovens, induction cooktops, electric kettles, refrigerator or similar low-risk electric equipment.
 - c) Any violation of this condition shall be considered a serious breach of contract and may lead to termination of agreement.
43. Periodic inspection may be carried out by Estate Office to ensure compliance.

MAINTENANCE OF THE PREMISES

44. a) The licensee shall keep the premises in a clean sanitary and tenable condition and shall pay for the cost of making good any damage thereto or to adjacent premises, caused by negligence or misuse of premises by the licensee or before taking over possession whichever is earlier and shall indemnify the licensor against any loss/damage/additions/alterations to the premises. **The licensee will get the whitewash / paint done in the shop at his/her own costs at least once in a year.**
- b) the licensee shall not store empty packing cases or baskets or any goods or any other material on the open spaces around the premises or any other place from where such goods or material may be visible from outside. The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than the public passage. **The licensee shall not make any addition or alternations in or around the premises without the written consent of the AIIMS Administration/Estate Officer.** The licensee will also not keep any display counter/equipment etc. in the 'Veranda' or one space in front of or around the shop allotted.

c) The licensee would provide dust free, mosquito and fly free environment. The conditions, which increase the infection, shall not be allowed. The licensor reserves the right to issue directions from time to time for proper sanitation and cleanliness of the premises. These will have to be followed by the licensee.

d) The licensee will stock / sell only quality / branded products/ use of cups/ glasses of single used plastic material will not be allowed.

e) For each sale of items, the licensee shall mandatorily give a computer-generated receipt/bill in **duplicate to the customer** so as to enable him/her to retain one copy showing the details of item and rate with him and other copy showing the detail of item ordered by him/her to get the delivery of the item ordered. Any failure of adherence to this condition would attract a **minimum penalty of Rs.5000/-** for each incidence in addition to the other penalties prescribed herein.

f) The licensee shall submit the format of bill/case memo the Estate Branch before taking possession of the shop/site and to inform the Estate Branch in case of any change as and when made.

g) Each licensee shall install swipe machines in his/her shop/site to use Debit/Credit cards for making cashless transactions by the customers and will also ensure its proper functioning at all times. **In addition, facility for payment through UPI wallets /QR Scan or any other digital / cashless transaction should be available for faster turn around and ease of public at large.**

h) It is mandatory for the licensee to segregate the solid waste as per the Solid Waste Management Rules.

i) In case of failure to implement the directions regarding conditions and specifications mentioned above, the penalty/fine will be imposed upon the licensee for 1st, 2nd and 3rd violations respectively. If the violation still persists, the tender shall be terminated by the Executive Director, AIIMS Rishikesh. The decision of the Executive Director, AIIMS Rishikesh, in this case shall be final and binding. Depending on the severity of violation, the Executive Director, AIIMS Rishikesh has the power to terminate the license even after the first violation/imposition of first time penalty, after giving show cause notice for termination to the licensee.

j) The shop will have to be accepted by the allotted "As it is". The repair required, if any, shall be responsibility of the allotted himself/herself.

k) AIIMS Rishikesh will provide fixed infrastructure for the Shop.

l) AIIMS Rishikesh will not provide any equipment and utensils. The firm/agency/contractor shall arrange necessary utensils and equipment at its own cost.

45. The licensee shall ensure promptness of service at the counter and shall appoint necessary staff for the purpose and shall also ensure that adhere is no mismanagement on his/her part or his/her agents and servants. In case of failure, to implement the directions regarding service at the counter, **a fine of Rs. 5000/- be imposed for every lapse** and his/her licence is also liable to be terminated by the Executive Director, AIIMS Rishikesh.

46. The licensee shall not use any electronic broadcaster or any other article that may disturb the atmosphere of the Residential Complex.
47. The licensee shall pay during the terms of licence of all Central/local taxes and cesses for the time being imposed or assessed on the premises by the competent authority from time to time. The licensee shall pay Goods and Services Tax on the licence fee as notified by the Central Board of Indirect Taxes & Customs (CBIC) from time to time. The Goods and Services Tax should be deposited along with monthly licence fee. The GST on Interest or late fee or penalty for delayed payment of any consideration for any supply shall also be recovered from the licensee in accordance with the provisions of the Central Goods and Services Tax Act, 2017 and also in accordance with any amendment in the said Act thereafter.
48. No obnoxious trade like Bidi, Cigarette, Pan Masala etc., shall be carried on at the premises. The licensee shall ensure strict “NO SMOKING” inside the premises. **Breach of these conditions will entail termination of the license.**
49. Neither this licence nor any of the rights conferred by it shall be transferred or assigned to any other person, nor shall the premises or any part thereof be sublet directly or indirectly.
50. a) The licensee shall not employ any child labour(s) in contravention of the LABOUR EMPLOYMENT ACT, 1970. **In the event of breach of this condition, the Executive Director may terminate the license.**
- b) The licensee will be fully responsible for implementation of Labour Laws / Shops & Establishment Legislation including minimum wages, ESI, P.F. & Worker Compensation etc. **In the event of breach of this condition, the Executive Director may terminate the license.**
51. The licensee would be required to make necessary fire safety arrangement in the shop and also install appropriate number of fire extinguishers in consultation with the Fire Officer/Deputy Chief Security Officer/Exe. Engineering (AC & R) of AIIMS to ensure safety and security of the public, self and the Institutes property.
52. Estate Branch shall have the right to enter and inspect any of the commercial shop/site whenever required without prior notice and may take photographs, video, and similar recordings, examine and evaluate the goods stored or sold. The decision taken by Competent Authority based on the recommendation of the Estate Branch shall be binding on the licensee.

Description of Penalty under various clauses of the Tender Document in respect of Leasing of Shops in Residential Complex, AIIMS Rishikesh.

Sr. No.	Violation done by the licensee	Penalty Amount
1	Non deposit of FSSAI License	<u>Rs. 500 per day</u>
2	Non display of rate list	<u>Rs.10,000/- will be imposed for every lapse</u>
3	Selling spurious, soiled, damaged, post-dated and expire items by the licensee.	Rs. 500/- will be imposed on first incidence and on second there will be suspension and cancellation of the license.
4	Non deposition of Bank Guarantee within a month of instruction from taking over possession	Rs.2500/- per day
5	Non keeping of premises in a clean sanitary and tenable condition	<u>Rs.5,000/- will be imposed for every lapse</u>
6	Encroachment done by the licensee and Keeping of display counter / equipment etc. in the 'Veranda' or open space in front of or around the shop	<u>Rs.5,000/- will be imposed for every lapse</u>
7	Non keeping of shops in dust free, mosquito/cockroach/insects free and improper sanitation	<u>Rs.5,000/- will be imposed for every lapse</u>
8	Selling of items at higher rates than the rates mentioned in the rate list (Overcharging)	<u>Rs.10,000/- will be imposed for every lapse</u>
9	Selling of poor quality /non-branded/non FSSI products and use of cups /glasses of plastic material	<u>Rs.5,000/- will be imposed for every lapse</u>
10	Not maintaining the complaint register and failure to get the same inspected by DDA, AIIMS Rishikesh on fortnightly basis	<u>Rs.5,000/- will be imposed for every lapse</u>
11	Non issue of bills to customers	<u>Rs.5,000/- will be imposed for every lapse</u>
12	Non keeping of swipe machines in his/her shop/site to use Debit/Credit cards/electronic payment for making cashless transactions by the customers and will also ensure its proper functioning at all times,	<u>Rs.5,000/- will be imposed for every lapse</u>
13	Non segregation of solid waste as per the Solid Waste Management Guidelines as on date.	<u>Rs.5,000/- will be imposed for every lapse</u>

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14	Use of electric broadcaster/ Loud Speaker or any other article that may disturb the atmosphere of the Hospital	<u>Rs.5,000/- will be imposed for every lapse</u>
15	Non deposition of Bank Guarantee within a month of instruction from taking over possession	<u>Rs.5,000/- will be imposed for every lapse</u>
16	No obnoxious trade like Bidi, Cigarette, Pan Masala etc., shall be carried on at the premises. The licensee shall ensure strict 'NO SMOKING' inside the premises and compliance of Cigarettes and Other Tobacco Products Act and rules/guidelines.	<u>Termination of license</u>
17	The licensee shall not employ any child labour(s) in contravention of the LABOUR EMPLOYMENT ACT, 1970.	<u>In the event of breach of this condition, the Executive Director may terminate the license.</u>
18	The licensee will be fully responsible for implementation of all applicable Labour Laws/ including but not limited to minimum wages, Payment of wages, ESI, P.F. & Worker Compensation etc.	<u>In the event of breach of this condition, the Executive Director may terminate the license.</u>
19	The licensee would be required to make necessary fire safety arrangement in the shop and also install appropriate number of fire extinguishers in consultation with the Fire Officer/Deputy Chief Security Officer/Exe. Engineer (AC&R) of AIIMS to ensure safety and security of the public, self and the Institutes property.	<u>Penalty Rs.5,000/- will be imposed for every laps by the DDA, AIIMS.</u>

53. The penalty fine so imposed for violation must be deposited within stipulated period failing interest @12% per annum will be charged. Decision of imposing of penalty as taken by Executive Director, AIIMS Rishikesh will be final and binding.

54. If the licensee will not deposit the penalty amount within 15 days from the issue of letter, the amount of penalty will automatically be deducted from the security deposit of the licensee lying with the institute. The licensee shall have to make the security deposit within 1 month. If the defaulter licensee fails to comply this provision, his/her licence shall be terminated. Any Objection to penalty will be brought to notice of Estate Branch/Admin. Office by the bidder within 07 days of issuance of penalty letter.

BUSINESS TIMINGS OF THE PREMISES

55. The timings of the said premises for providing services shall be The premises of licensee or his/her persons shall be ensured during the said working hours, otherwise it would be a violation of the terms and conditions calling for termination of licence followed by eviction.

VACATION/TERMINATION NOTICE

56. Notwithstanding anything contained in condition, the licensor shall be at liberty to terminate this licence by giving **30 days** clear notice ending with the expiry of that month of licence without assigning any reason whatsoever. However, the licensee may terminate this licence by giving 60 days clear notice ending with the expiry of the month of licence. In this case he/she will be not eligible for participating in the tender process of all the commercial sites of AIIMS Rishikesh for 2 years and **2 months licence fee will be charged/deducted from his/her security deposit (including the cost of re-tendering).**

VACATION OF THE PREMISES AFTER EXPIRY/REVOCATION OF LICENCE

57. The licensee shall deliver the vacant possession of the premises to the Executive Director, AIIMS Rishikesh after the expiry or revocation of the licence. In case, the licensee failed to handover the vacant possession after expiry of licence period, licensee will be liable to pay 5 times of monthly licence fee after the licence period has expired unless it is extended by the Executive Director, AIIMS Rishikesh. In case of non-deposit of the fine as above, the same is liable to be deducted from the security deposit/bank guarantee/pledged FDR and balance left if any, shall be recoverable as arrears of land revenue.
58. The licensee is obliged to ensure free access to the DDA AIIMS Rishikesh, or his duly authorized representative at all reasonable times for the purpose of inspecting the quality of items, maintain sanitation in premises and the trade or business carried therein.
59. The Executive Director, AIIMS Rishikesh, may modify, impose or relax any clause in the terms and conditions in the interest of patient/staff of AIIMS Rishikesh.
60. In case of breach of any of the terms and conditions of this licence, the Executive Director, AIIMS Rishikesh may revoke this licence and forfeit the security/EMD and the licensee shall thereupon forfeit all the rights hereunder, and shall remain liable for any sum then due, from him/her and also for any damage or loss which may be caused to the licensor by reason of such default or for making any alternative arrangement for running the said premises.
61. The Executive Director, AIIMS Rishikesh reserves the right to accept or reject any tender without assigning any reason. The decision of the Executive Director, AIIMS Rishikesh in awarding the contract is final and binding on the bidders.

DISPUTE RESOLUTION

62. Any dispute shall be referred to the Executive Director, AIIMS Rishikesh, who shall have the power to further delegate his power if required, to any other competent officer of the Institute. The said officer shall place the matter before the Executive Director, AIIMS Rishikesh, after thorough examination. The Executive Director, AIIMS Rishikesh, shall take the final decision after considering the full facts and circumstances of the case. There is a provision for appeal before President AIIMS Rishikesh against the decision of Executive Director. The decision of the President, AIIMS Rishikesh shall be final and binding upon both the parties.

APPLICABLE LAW

63. The Contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing.
64. Any disputes any subject to exclusive jurisdiction of Competent Court and Forum in RISHIKESH/DEHRADUN, Uttarakhand, India only.

AIIMS Rishikesh

ANNEXURE-I

TECHNICAL BID

**(In Separate sealed-Cover-I superscribed with “Technical Bid” for respective Shop)
(Documents to be attached in the “Technical Bid)**

Note: Please enclose a copy of documents in support of the following information.

1.	Name and address of the Tenderer/Bidder	
	Telephone no.	
	Residence (Proof of Aadhaar card copy may be attached)	
	Office Address	
	Mobile	
2.	State Clear whether it is sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization	
3.	Details of EMD No., Date ,Amount, and Bank Name	
4.	Whether the Firm/Company is registered, attach copy of the certificate of registration	
5.	GST Number	
6.	PAN	
7.	Total Experience (in years) along with proof	
8.	Please submit a notarized affidavit on Indian Non-Judicial stamp paper of Rs. 10/- in the format given in Annexure-IV that no case is pending with the police against the Proprietor/Firm/Partner or the Company (Agency). Indicate any conviction in the past against the Company/Firm/Partner and that Proprietor /firm/company has never been blacklisted/debarred by any Organization.	
9.	Details of the Bank Guarantee or Fixed Deposit (FDR) of Bid security (EMD)	

Declaration:

I hereby undertake-

1. That I shall bear all expenses if there is any damage to the said premises.
2. That I shall vacate the outlet premises and handover the shop in a good conditions as it was taken to the Institute whenever any notice will be served.
3. That I have read all the terms and conditions of the tender document and I bind myself to the terms and conditions of this tender document.
4. That I am not backlisted by one of the IITs / NITs / IIMs / AIIMS / Universities / PSUs / any Govt. Organization.

Date:.....

Signature of the Bidder

Seal:

Financial Bid

(For Leasing of shops in Residential Complex)

Name of the Bidder:			
Name of Shop	Minimum rent 1. Rs. 15,000/- per month for shop with floor area 258 Sq.ft. 2. Rs. 30,000/- per month for shop with floor area 531 Sq.ft (A)	GST @ 18% (In INR) (B)	Total (In INR) (A+B)
Grocery Store (General Purpose Departmental Store)			
Milk Booth			
Fruit & Vegetables Shop			

1. Highest rent offered by the bidder will be considered H-1 bidder.
2. In case more than one bidder qualifier for H-1, the bidder who have quoted the same bid would be called for negotiation and the highest bidder be allotted the shop. In case, both bidders opt to skip the negotiation, the tender will be awarded to the bidder who have greater 03 year average turnover.
3. GST additional will be payable at prevailing rates.

Declaration by the Bidders:

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

Name:-

Address:-

Phone No :-

Email :-..... **Seal**

:-

Place :-

Date :-

Proforma of Performance Security/Bank Guarantee/Pledged FDR

1. In consideration of the Executive Director All India Institute of Medical Sciences, RISHIKESH (hereinafter called "The Client") having offered to accept the terms and conditions of the proposed agreement between AIIMS, RISHIKESH and (hereinafter called "the said contractor(s) for the Leasing of Shop in Residential Complex (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs only) as a security/ guarantee from the contractor(s) for compliance of its obligations in accordance with the terms & conditions in the said agreement.
2. We(hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) with Branch code, Name, Location.
3. Wedo hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the AIIMS, RISHIKESH stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding Rs. (Rupees....).
4. We, the the said Bank, further undertake to pay to the AIIMS, RISHIKESH any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
5. We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the AIIMS, RISHIKESH under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Administrative Officer, AIIMS RISHIKESH on behalf of the AIIMS, RISHIKESH, certifies that the terms & conditions of the said contractor(s), and accordingly discharges this guarantee. We further agree with the AIIMS, RISHIKESH that the AIIMS, RISHIKESH (indicate the name of the Bank) shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS, RISHIKESH against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not

be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the AIIMS, RISHIKESH or any indulgence by the AIIMS, RISHIKESH to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We.... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the AIIMS, RISHIKESH in writing.
8. This guarantee shall be valid up to unless extended on demand by the AIIMS, RISHIKESH Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees Only), and unless a claim in writing is lodged with us via email/physical letter under this Guarantee shall stand discharged.

Dated the Day offor

(Indicate the name of the Bank)

NOTARISED AFFIDAVIT

(On Rs. 10/- Non-Judicial Stamp Paper)

TENDER NO.

I, undersigned (name).....(designation) , duly authorised representative of

..... (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

1. Undersigned is fully competent and authorized from Proprietorship/Firm/Company/Agency to make this Affidavit to bind such Proprietorship/ Firm/ Company/ Agency/ Partner/ Director.
2. All details/information/documents furnished by Proprietorship /Firm/ Company/Agency in bid document is true and correct.
3.
 - i) I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender
 - ii) I/We also confirm that in the event of my/our tender being accepted. I/We hereby undertake to furnish within 15 days, Bank Guarantee/Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by AIIMS Rishikesh in addition to execution of a Contract as pre-condition for obtaining the supply orders.
 - iii) I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned / suspended business dealings. I/We further undertake to report to the AIIMS Rishikesh immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.
 - iv) I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
4. No Criminal case is pending with the Police against our Proprietorship /Firm /company /Agency /Partner / Director or any of its authorized signatories as the case may be.
5. Proprietorship/Firm/Company/Agency has never been blacklisted/ debarred by any organization
6. Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of Tender.
7. Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dues have been paidas on date.
8. Proprietorship/Firm/Company/Agency hereby agrees and fully understands that notwithstanding anything contrary contained in Tender document and without prejudice to any of the rights or remedies of AIIMS Rishikesh, AIIMS Rishikesh shall be entitled in its

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sole discretion to determine that a bidder is to be disqualified at any stage of the process and its participation in Tender process and/or its Technical Proposal and/or Financial Bid dropped from further consideration for any reasons

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declarations are true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable to indemnify AIIMS Rishikesh for costs/losses/damages in addition to remain liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorization Letter from Proprietorship/Firm/Company/Agency enclosed)