

All India Institute of Medical Sciences Rishikesh – 249203



“Leasing of Shops in Residential Complex At AIIMS, Rishikesh ”

Ref. No.	:	24/Leasing of shops/807/2025-Rish(Admin)
Publishing Date	:	15/05/2025
Pre-Bid Meeting	:	22/05/2025
Bid Submission Start Date	:	24/05/2025
Last Date of Bid Submission	:	05/06/2025
Bid Opening	:	06/06/2025

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

01	Name of ride. Item	Leasing of Shops in Residential Complex at AIIMS Rishikesh
02	Tender No.	Tender Enquiry No. 24/ Leasing of Shops /807/2025-Rishi(Admin)
03	Period of contract	One Year & the Period is further extendable for a maximum period of 01 with mutual consent of about the parties.
04	Earnest money deposit	(i)Rs-38,400/- for shop with floor area 258 sqft. (ii)Rs-50,400/-for shop with floor area 531sqft.
05	Performance Security	Rs. 5% of the contract value for all shops.
06	Tender documents Download from	www.aiimsrishikesh.edu.in https://eprocure.gov.in
07	Pre-bid Meeting	Date- 22/05/2025, 03:00 PM at tender Office, AIIMS, Rishikesh.
08	Website for online. Submission	https://eprocure.gov.in/eprocure/app .
09	Last date and time for online submission	Date- 05/06/2025 up to 03:00: PM, on https://eprocure.gov.in/eprocure/app .
10	Date and time for Opening Bid	Date-06/06/2025 after 03:00 PM

*The rent calculation will be as per prevailing market rates on day publishing the tender as quoted by estate department which will also determine the EMD and Security Deposit.

Notice for inviting for leasing of shops at campus of AIIMS Rishikesh

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

Bidders are required to deposit an amount of Rs. 38,400/- for 258Sqft & 50,400/- for 531Sqft as EMD through Bank Guarantee or Fixed Deposit (FDR) prior to submission of E-Tender.

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.

Online bids **In Two Bid** system for Leasing of 03 shops in its complex. Interested bidders are requested to quote their best offer along with the complete details of Terms & Conditions.

The Details of the shops to be leased are as following:

Shop	Type of Shop	Size of Shop	Qty	Maximum Electrical Load
1	Books and Grocery	531 Square	01	10.0 KVA
2	Milk Booth with Dairy Products	258 Square	01	5.0 KVA
3	Fruits & Vegetables	258 Square	01	5.0 KVA

Instruction for the bidders/Tenderer/Contractors: -

- I. Bids shall be submitted online only at CPPP site <https://eprocure.gov.in/eprocure/app>
- II. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II OF III 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.
- III. 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 CPPP site <https://eprocure.gov.in/eprocure/app>
- IV. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
 - I. EMD Payment:
The bidder shall be required to submit the EMD Separately for an amount of Rs. 38,400/- for Area 258Sqft and 50,400/- for Area 531Sqft for each quoted shop by way of demand drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of "Executive Director, AIIMS, Rishikesh". The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it

Leasing of Shops in Residential Complex At AIIMS, Rishikesh Tender Enquiry No. .../ Leasing of Shops /.../2025-Rishi(Admin)
would be returned after award of the contract with the validity period of 6 months. The demand drafts or Bank Guarantee for EMD must be submitted to AIIMS, Rishikesh on or before last date/time of Bid Submission (submitted only in Dispatch/Received section).

- a) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - b) The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI)/ MSME are exempted from submission of the EMD (copy of registration must be provided along with).
 - c) The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Rishikesh till the finalization of the tender. No interest will be payable by AIIMS, Rishikesh on the EMD.
 - d) EMD must be submitted separately as mentioned above for each shop if a bidder is bidding for more than one shop
2. The Hard Copy of original instruments in respect of cost of earnest money deposit etc. must be delivered to the AIIMS, Rishikesh on or before last date/time of Bid Submission as mentioned above (submitted only in Dispatch/Received section). The bid without EMD will be summarily rejected.
3. The Bidder has to submit the mentioned the following document before the last date of submission of tender along with the documentary proof (Trade License/ Copy of Registration of the Shop/ Agency/ Firm/ Company issued by the Municipal Corporation/ Panchayat / District Development Authority / any other competent administrative authority of the Uttarakhand that issue license to run Shops and Commercial Establishment, must be enclosed)
4. **Submission of Tender:**
The tender shall be submitted online in two parts, viz., TECHNICAL BID and FINANCIAL BID. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email will not be considered and no correspondence will be entertained in this matter.

I. Technical Bid

The following documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- a) The technical bid should be accompanied by Demand draft of Rs. ----/- (Refundable) against EMD for each quoted shop. The Demand Draft of EMD should be prepare separately and drawn in favour of **Executive Director, AIIMS, Rishikesh**".
- b) Copy of Trade license/documents as mentioned in para 7 above issued by a competent administrative authority
- c) Copy of PAN / TAN Card.
- d) Copy of GSTIN Registration Certificate.
- e) Signed and Scanned copy of documents like Earnest Money Deposit.
- f) Duly Signed Tender annexures.

II. Financial Bid:

Bidder must submit the financial bid in attached BoQ in <https://eprocure.gov.in/eprocure/app>

GENERAL TERM & CONDITIONS

1. **"PRE –BID Meeting"** with the intending bidders shall be held on ----- at 03:00 P.M. at **Tender Office, AIIMS Rishikesh**. All the prospective bidders are requested to send comments/representations on or before pre-bid meeting. Intending bidder will be allowed to seek clarification on specification, Conditions of Contract, etc. in writing to AIIMS, Rishikesh, within 48 hours after the pre-bid meeting.
2. **Period of Contract:** The contract period shall commence with effect from the date of issue of work order/lease agreement and shall remain for 01 year. The period is further extendable for a maximum period of 01 year with mutual consent of both the parties. Upon extension, 10% rent will be increased on quoted rent per extendable year.
3. **Validity:** The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
4. **Authority of person signing document:** - A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the Executive Director, AIIMS Rishikesh may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
5. **Right of acceptance:** The AIIMS, Rishikesh reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. AIIMS, Rishikesh reserve the right to reject any or all tenders /quotations or all offers received in response to the

tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

6. Technical Evaluation:

- (a) Detailed technical evaluation shall be carried out by Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
- (b) AIIMS Rishikesh shall have right to accept or reject any or all tenders without assigning any reasons thereof.

7. Financial Evaluation:

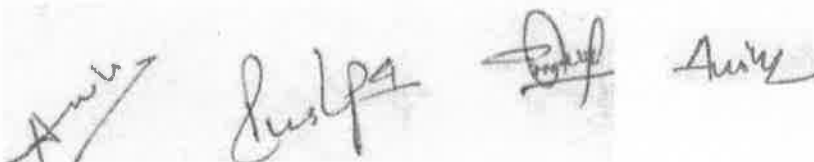
- (a) The financial bid shall be opened of only those bidders who have been found to be technically eligible.
- (b) After due evaluation of the bid(s) AIIMS, Rishikesh will award the contract to the highest evaluated (HI) responsive Bidder on individual basis (for each shop). Conditional bid will be treated as unresponsive and will be rejected.
- (e) Bidder must quote the financial bid as specified in BOQ.
8. **Award of Contact:** The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical and financially acceptable. All the technical bids will be scrutinized, by the evaluation committee constituted by the Executive Director, AIIMS Rishikesh check all relevant documents for their authenticity and the bidders whose technical bids are accepted will be eligible for opening the financial bid.
9. **Signing the Contract:** The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred only) along with performance security within fifteen days of the issue of the Letter of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

Performance Security: The successful bidder within 21 Days will be required to furnish a performance security deposit of an amount of 5% of the contract value for all shops. The rent Calculation will be as per prevailing market rates on day of publishing the tender as quoted by estate department which will also determine the EMD and Security deposit

10. for each shop in the Form of fixed Deposit Receipt (FDR) or irrevocable Bank Guarantee (8G) from any Nationalized/ Scheduled Bank duly pledged in the name of the "All India Institute of

Medical Sciences, Rishikesh ". Performance Security will be discharged after 60 days from the date of successful release of occupied property. Hence the FDR/BG deposited must have validity accordingly and no ambiguity in this regard will be accepted. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

11. The successful bidder will have to deposit the Bank Guarantee or FDR and commence the work within 15 days of acceptance of tender otherwise the contract may be cancelled and EMD will be forfeited. If successful bidder fails to deposit the security in 15 working days, the contract will be awarded to the next higher bidder.
12. No bidder will be allowed to withdraw after submission of the bid within the bid validity period otherwise the EMD submitted by the bidder firm would stand forfeited.
13. In case the successful bidder declines the offer of contract, for-whatsoever reason(s), his EMD will be forfeited.
14. The Executive Director, ATIMS, Rishikesh reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.
15. The Executive Director, AIIMS, Rishikesh reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
16. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The bidders should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
17. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Rishikesh, which will be at liberty to refuse if it thinks fit. The tender is not transferable. Only one tender shall be submitted by one bidder.
18. **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to terminate the contract giving one month notice without assigning any reason thereof and nothing will be payable by AIIMS, Rishikesh in that event the security deposit including advance amount (03 Months' Rent) shall also stand forfeited.
19. After due evaluation of the bid(s) Institute will award the contract to the highest evaluated responsive tenderer.
20. Conditional bid will be treated as unresponsive and it may be rejected.
21. **BUSINESS TIMINGS OF THE PREMISES** The timings of the said premises for providing services shall 7am to 10pm timing. The premises of Bidder 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.

The image shows four handwritten signatures or initials in black ink, arranged horizontally from left to right. The first one is a stylized 'A' with a horizontal line through it. The second is a cursive signature. The third is a signature that appears to be 'Rishikesh'. The fourth is another cursive signature.

SPECIAL TERMS & CONDITIONS

1. 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."

Shop. No.	Type of Shop	Size of Shop	Qty	Maximum Electrical Load
1	Books & Stationery and Grocery	531 Square Feet	01 room	10.0 KVA
2	Milk Booth With Dairy Products	258 Square Feet	01 room	5.0 KVA
3	Fruits & Vegetables	258 Square Feet	01 room	5.0 KVA

2. 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.
3. The allotted bidder will have to obtain permission to carry out electrical modifications, fitment of Air Condition or any other such work that demands piercing of the wall.
4. The contractor shall not carry out any permanent structural modification in the said shops.
5. 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.
6. Only designated business has to be carried out in the shop as per this contract.
7. The shops should be kept neat & clean and free of unhygienic conditions. The contractor should keep the site clean. If at any point, the allotted premises found to be unclean, the contractor/bidder shall be held responsible and penalty of Rs. 1000-----/- per instance shall be imposed.
8. The contractor/bidder shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying compensation as may be determined by the Institute.
9. 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

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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)

10. 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.
11. The tenderer/bidder is advised to visit the site before participating in the tender. The tenderer should assess the volume of business by him. The Institute will not guarantee any minimum/ maximum business.
12. Gas heaters or gas-related appliances are not allowed in a shop. This could be due to safety regulations.
13. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than AIIMS, Rishikesh Public & Attendants and visiting guests.
14. AIIMS, rishikesh will regulate the timings and working days of the shops (Including Loading & Unloading).
15. The successful tenderer shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the shop staff. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of clothes etc. will be allowed in the shop.
16. The tenderer shall not keep the shops closed without prior permission from the AIIMS, Rishikesh authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by AIIMS, Rishikesh, as it may deem fit.
17. The conduct/characters/antecedents and proper bonafide of the workers in the shops shall be the sole responsibility of the contractor. However, the contractor must provide the necessary details of all its employees (permanent, temporary, casual) to the Institute. All the employees should be police verified.
18. The contractor will be responsible for maintaining adequate number of persons engaged in working and disposal of garbage (Maximum 2 Persons).
19. The agency will get antecedent, character and conduct verified and to submit a copy of police verification to Institute before engaging any employee.
20. No obnoxious trade like Bidi, Cigarette, Pan Masala etc., shall be carried on at the premises. The Bidder shall ensure strict "NO SMOKING" inside the premises. **Breach of these conditions will entail termination of the Contract.**
21. The Bidder 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 of AIIMS



Leasing of Shops in Residential Complex At AIIMS, Rishikesh Tender Enquiry No. .../Leasing of Shops /.../2025-Rishi(Admin) to ensure safety and security of the public, self and the Institutes property.

22. Inspection – The Competent authority and their representative shall be entitled at any time to inspect the shops. During inspection if any irregularities found, the competent authority will have the right to impose appropriate penalty.

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

Sr. No.	Violation done by the Bidder	Penalty Amount
1	Non display of rate list and rate of discount	<u>Rs.10,00/- will be imposed for every lapse</u>
2	Selling spurious, soiled, damaged, post-dated and expire items by the Bidder.	<u>Rs. 1000/- will be imposed on first incidence and on second there will be suspension and cancellation of the contract.</u>
3	Non deposition of Bank Guarantee within a month of instruction from taking over possession	<u>Rs.1000/- per day</u>
4	Non keeping of premises in a clean sanitary and tenable condition	<u>Rs.1,000/- will be imposed for every lapse</u>
5	Non keeping of shops in dust free, mosquito/cockroach/insects free and improper sanitation	<u>Rs.1,000/- will be imposed for every lapse</u>
6	Selling of items at higher rates than the rates mentioned in the rate list (Overcharging)	<u>Rs.10,00/- will be imposed for every lapse</u>
7	Non segregation of solid waste as per the Solid Waste Management Guidelines as on date.	<u>Rs.1,000/- will be imposed for every lapse</u>
8	No obnoxious trade like Bidi, Cigarette, Pan Masala etc., shall be carried on at the premises. The Bidder shall ensure strict 'NO SMOKING' inside the premises and compliance of Cigarettes and Other Tobacco Products Act and rules/guidelines.	<u>Termination of contract</u>
9	The Bidder 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 Contract.</u>
10	The Bidder would be required to make necessary fire safety arrangement in the shop and also install appropriate number of fire extinguishers in	<u>Penalty Rs.1,000/- will be imposed for every laps by the, AIIMS Rishikesh.</u>

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	consultation with the Fire Officer of AIIMS to ensure safety and security of the public, self and the Institutes property.	
11	Workers are found without I- Card, a penalty	<u>Rs 200/- per employee will be charged per instance per day.</u>
12	Shop shouldn't be unmanned during its working hours, there should always be authorized person present to assist employee or manage operations.	<u>Rs.500/- will be imposed for every lapse</u>

23. 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.
24. If the Bidder 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 Bidder lying with the institute. The Bidder shall have to make the security deposit within 1 month. If the defaulter Bidder fails to comply this provision, his/her Contract 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.

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LEGAL TERMS AND CONDITIONS

1. Successful bidder must follow all necessary statutory compliance before taking possession of shops.
2. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and tidy. The contractor shall not employ young children as prohibited under the law / rules / regulations.
3. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.
4. The Tenderer and his staff shall comply with all instructions and directions of the AIIMS, Rishikesh authorities given from time to time. In the event of any emergent situation, the staff of the Tenderer shall comply with instructions given by the AIIMS, Rishikesh authorities, without waiting for confirmation by the Tenderer.
5. All the workers engaged by the Tenderer for carrying out tasks under this contract, shall be deemed to be the employees of the Tenderer only. The tenderer shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The tenderer shall also provide its Workers photo-identity cards which shall be checked by the Authority of AIIMS Rishikesh, as and when necessary. If during Inspection, the workers are found without I- Card, a penalty of Rs 200/- per employee will be charged per instance per day.
6. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of shops and other related documents including for complying with any statutory requirements and provisions of applicable laws.
7. The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption & sell of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral and illegal act. In case found any deployed worker, penalty will be imposed Rs. 2,000/- per such event.
8. Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
9. Executive Director, AIIMS Rishikesh will have the right to terminate the contract giving one month notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Rishikesh rules & regulations, or any violation of Govt. of India rules and regulation, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff. The decision of AIIMS, Rishikesh's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Rishikesh shall have the right to engage any other tenderer to take over the shop.
10. If a firm intends to withdraw from his engagement before completion of tenure, then the



Leasing of Shops in Residential Complex At AIIMS, Rishikesh Tender Enquiry No. .../ Leasing of Shops /.../2025-Rishi(Admin)
firm must provide one month notice before termination of contract.

11. **Dispute Settlement:** - It is mutually agreed that all differences and disputes arising out of or in connection with these agreements shall be settled by mutual discussions and negotiations. If any dispute(s) and difference(s) cannot be settled and resolved by discussions and negotiations, then the same shall be referred to the sole Arbitrator appointed by the Executive Director, AIIMS, Rishikesh whose decision shall be final and binding on both the parties.
12. 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.
13. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand, India only.
14. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Rishikesh/Dehradun, Uttarakhand. The decision of the Arbitrator shall be final and binding on both the parties.

RENTAL CONDITIONS

1. The successful bidder will have to deposit a rent of 3 months in advance before taking the possession.
2. The rent of the shops in Residential Complex will have to be paid between 1st to 7th day of every month in advance, in case of holiday, on the next working day, failing which penalty @ Rs. 1000/- per day shall be imposed for delayed period.
3. The Bidder will deposit licence fee in cash/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 Bidder 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

AIIMS, Rishikesh

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ANNEXURE - I

(In Separate sealed cover-I super scribed "Technical Bid")

Sl No.	Details of the Tenderer/Bidder	Page No.	Remarks
1	Name and Address of the Tenderer/Bidder		
2	Complete Address:		
3	State clearly whether it is sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
4	Certificate as per given annexures		
5	Copy of GSTIN Registration		
6	Copy of Permanent Account No.		
7	Email ID		
8	Contact No.		

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :

Amish

Rishika

Amish

Amish

Annexure - II

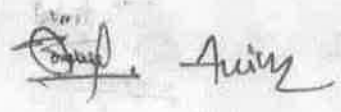
Description of quoted shops

(To be submitted on letter head of the company/ firm)

Sr. No.	Quoted Shop No & Name	Detail of EMD (No, Bank Name and Date)

Note –

- EMD of Rs. -----/- (Rupees -----) will be required to submit separately for each quoted shop.
- Detail of quoted shop and EMD will be furnished in above said format.



Annexure – III

Facilities Required

Tender for Leasing of Shops in Campus at AIIMS Rishikesh

Shop. No.	Type of Shop	Size of Shop	Qty
1	Books & Stationery and Grocery	531 Square Feet	01
2	Dairy Products	258 Square Feet	01
3	Fruits & Vegetables	258 Square Feet	01

Note:

1. The bidders are required to quote rent for the designated area.
2. After due evaluation of the bid(s) Institute will award the contract to the highest evaluated responsive tenderer (H1)

I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :

Amis

Amis

Amis

Amis

Annexure – IV

TENDER ACCEPTANCE CERTIFICATE

(To be given on company's letter head / seal of the shop)

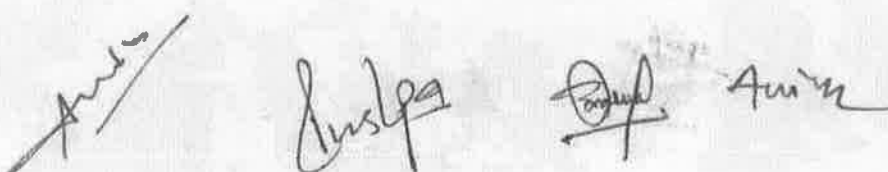
1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' form the website(s) namely: Tender for Leasing of Shops in Campus at AIIMS Rishikesh.
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your Institute too have all been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/corrigendum(s) in it's totally/entirely.
5. In case any provision of this tender is found violated, then the Institute without any prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the complete earnest money deposit absolutely.

Date: _____ Name _____ :

Place: _____ Business Address _____ :

Signature of Bidder _____ :

Seal of the Bidder _____ :

The bottom of the page contains several handwritten signatures and stamps. From left to right, there is a signature that appears to be 'Anshu', followed by a signature that looks like 'Anshu' or 'Anshu', then a signature that is partially obscured and possibly 'Anshu', and finally a signature that looks like 'Anshu'. There are also some faint, illegible stamps or markings scattered around these signatures.

NOTARISED AFFIDAVIT
(On Rs. 100/- Non-Judicial Stamp Paper)

Annexure-V

Bid No

I,undersigned.....(Name)
..... (Designation), authorized representative
of..... (Name of Proprietorship/
Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

- (i) **No criminal case is pending** against our Proprietorship / Firm / Company / Agency or any of its authorized signatories.
- (ii) Not **blacklisted/debarred** by any organization at the last date of submission of bid.
- (iii) Proprietorship/Tenderer/Company/Bidder is fully solvent and legally/financially competent to perform the terms and conditions of the Tender.
- (iv) Proprietorship/Tenderer/Company/Bidder is duly registered under various relevant government notifications and all dues have been paid as on date.
- (v) Proprietorship/Tenderer/Company/Bidder 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 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 / Tenderer / Company / Bidder does hereby solemnly declare and affirm that the above declaration is 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/Tenderer/Company/Bidder as well as the undersigned personally liable for all civil/criminal obligations including complaints to police and other authorities.

Deponent Signature:

Name.

Designation.....

Aadhar No.....

Email Id

Mobile No.....

Landline No.....

Address.

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

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____
_____ Day of the month of _____ 20

Between

ALL INDIA INSTITUTE MEDICAL SCIENCES RISHIKESH having its office at AIIMS VEERBHADRA MARG RISHIKESH-249203, (Hereinafter called which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

And

M/s.,..... with office at _____
represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both AIIMS RISHIKESH and BIDDER referred above are jointly referred to as the Parties]

AIIMS RISHIKESH intends to award, under laid down organizational procedures, Purchase orders /contract/s against Tender /Work Order /Purchase Order No.

AIIMS RISHIKESH desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

1. Enable AIIMS RISHIKESH to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and AIIMS RISHIKESH will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of AIIMS RISHIKESH

1.1 AIIMS RISHIKESH undertakes that AIIMS RISHIKESH and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 AIIMS RISHIKESH will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

1.3 All the officials of AIIMS RISHIKESH regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.

1.4 If the BIDDER reports to AIIMS RISHIKESH with full and verifiable facts any misconduct on the part of AIIMS

Rishikesh's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by AIIMS RISHIKESH, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by AIIMS RISHIKESH. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by AIIMS RISHIKESH the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ Contractors

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RISHIKESH, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RISHIKESH or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with AIIMS RISHIKESH for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with AIIMS RISHIKESH.

2.3 * BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 * BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 * The BIDDER further confirms and declares to AIIMS RISHIKESH that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to AIIMS RISHIKESH or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of AIIMS RISHIKESH or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of AIIMS RISHIKESH, or alternatively, if any relative of an officer of AIIMS RISHIKESH has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of AIIMS, RISHIKESH.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

a. The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, AIIMS RISHIKESH is entitled to disqualify the BIDDER from the tender process.

Clause.4. Earnest Money Deposit (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of _____

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment

(iii) Any other mode or through any other instrument.

4.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Clause.5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle AIIMS RISHIKESH to take all or any one of the following action, wherever required: -

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the UBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest..

v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the AIIMS RISHIKESH, along with interest .

- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.2 AIIMS RISHIKESH will be entitled to all or any of the actions mentioned in Para 5.1 (i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of AIIMS RISHIKESH to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to AIIMS RISHIKESH, if the contract has already been concluded.

Clause.7. Independent External Monitors

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name and address of IEMs are given below:-

(1) Shri Rais Ahmad, IOFS (Retd.)
Independent External Monitor (IEM), AIIMS-R
Address: Mahagun Moderne,
Tower: OSIMO-240, Sector – 78, Noida – 201301
Mobile No.: 9910007239.
Email ID: ahmadrais1959@gmail.com

(2) Mrs. Usha Chandrashekhar, IPoS(Retd.)
Independent External Monitor (IEM), AIIMS-R
Address: Flat No. C-5, Bollineni Homes,
Near Hitech Theatre, Madhpur, Hyderabad-500081
Mobile No.: 9449872140.
Email ID: ushacandrashekhar@gmail.com

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department! within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Clause.8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

Clause.9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Clause.10. Other Legal Actions

In case of any allegation of violation of any provisions of this Pact or payment of commission, AIIMS RISHIKESH or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.11. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Rishikesh Jurisdiction.

Clause.12. other legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.13. Validity and Duration of the Agreement

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at _____ on _____

AIIMS RISHIKESH

Signature

Name and Designation

Witness

1.....

2.....

Bidder

Signature

Name and Designation

Witness

1.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the AIIMS RISHIKESH in regard to involvement of Indian agents of foreign supplier.

CHECK-LIST FOR PRE-QUALIFICATION BID

**TENDER FORM FOR Leasing of shops in residential complex at AIIMS
Rishikesh**

S. No.	Descriptions	Details
1.	Name, address of Tenderer/Bidder with Tel. No and fax No.	
2.	Registration No. of the Tenderer/Bidder with complete address	
3.	Name, Address & designation of the authorized person(s) (Sole proprietor/partner /Director) of Tenderer/Bidder to deal with Government department or a public sector organization	
4.	Duly Signed tender Annexures (I-III)	
5.	Tender Acceptance Certificate Annexure-IV	
6.	Whether the bidder has submitted notarized affidavit Annexure-V	
7.	Whether the bidder has submitted PAN card issued by the Income Tax Department and whether copy of the same has been submitted	
8.	Whether the bidder has submitted Trade License / Copy of registration of the shop / Agency / Firm / Company issued by the Municipal Corporation / Panchayat / District development Authority / any other competent Administrative Authority of Uttarakhand that issue Shop and commercial establishment Act.	
9.	Whether the bidder has submitted GST Registration Certificate	
10.	Whether the bidder has submitted Integrity Pact to be signed by bidder in the format given.	
11.	Whether the bidder has submitted Demand draft of Rs./- (Refundable) against EMD for each quoted shop. The Demand Draft of EMD should be prepare separately and drawn in favour of Executive Director AIIMS Rishikesh.	

(Signature of the bidder)

Name & Address (With seal) Tel. No.