

# **All India Institute of Medical Sciences**

## **Rishikesh – 249203**



### **Tender document for Operation and Management of Canteen Services at AIIMS** **Rishikesh**

Ref. No.	:	24/canteen services/771/2024-Rishi(Admin)
Publishing Date	:	13.12.2024
Pre-Bid Meeting	:	20.12.2024 at 3.00 PM
Bid Submission Start Date	:	13.12.2024
Last Date of Bid Submission	:	06.01.2025 upto 3.00 PM
Bid Opening	:	07.01.2025 at 3.00 PM

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

## **NOTICE INVITING TENDER**

**For**

**“Operation and Management of Canteen services in AIIMS Rishikesh premises”**

**AIIMS, Rishikesh**

Dated.....

**Subject: E-TENDER FOR OPERATION AND MANAGEMENT OF CANTEEN SERVICES AT AIIMS RISHIKESH.**

All India Institute of Medical Sciences (AIIMS), Rishikesh invites bids through E-Tender for setting up, operation and management of canteen 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. 1,80,000/- (Rs. One Lakh Eighty Thousand only) 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.

## **TENDER NOTICE**

**For**

**“Operation and Management of Canteen Services in AIIMS Rishikesh premises”**

**AIIMS, Rishikesh, Virbhadra Marg, Rishikesh, Dehradun**

**Dated.....**

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 Companies/Firms/Agencies for Canteen Services at AIIMS Rishikesh.
2. Bids shall be submitted online only at CPPP site <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 CPPP site <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. 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 Telegram/email shall not be considered. No correspondence will be entertained in this regard.**

10. Any future clarification and/or corrigendum(s) shall be communicated through CPPP site <https://eprocure.gov.in/eprocure/app>. or AIIMS, Rishikesh website: [www.aiimsrishikesh.edu.in](http://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 .....2024 at 03:00 PM in the office of Tender Office, 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 out rightly.
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, Virbhadra Marg,  
Rishikesh-249203, Uttarakhand**

Scope of work:

1. The Institute requires eligible Companies/Firms/Agencies to run Canteen in AIIMS Rishikesh premises fixed by the Institute to cater for the needs of the students, staff, patients, their attendants, beneficiaries and visitors to the Institute.
2. The Canteen may also be required to extend its services during the examination's seminars, workshops, farewell, annual events and orientation courses etc.
3. To ensure supply of scheduled items including Tea/Coffee/Cold Drinks/Dry items/Snacks/Breakfast/Luch/Dinner and other beverages as and when required.

## TERMS AND CONDITIONS

1. Tender must be accompanied with earnest money amounting to Rs 1,80,000 (Rupees One Lakh Eighty Thousand only) in the shape of Bank Guarantee or Fixed Deposit (FDR) with the validity period of minimum of 6 months 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	(v) Voter Identity Card
(ii) Valid Driving Licence	(vi) Valid Passport
(iii) Ration Card	(vii) Water/Electricity Bill (Latest)
(iv) Certified copy of Bank Account Statement	
  - b) Self-attested photocopy of the Ownership Document, in case of Partnership firm, Partnership Deed and Registration Certificate under Companies Act in case of companies, as the case may be
  - c) Authority letter in original to sign tender form on behalf of the firm/company/individual. The license will be issued in the name of the firm/company/individual as the case may be, if found successful in the bidding process and not in the name of the representative.
  - d) The annual annual average turnover of canteen/restaurant/catering provided by the bidder should not be less than Rs. 1 crore during the last five financial year as pe their audit books of accounts/Tax returns.
  - e) Bidder must provide proof of having actively conducted continuous business of Similar Services during the last five years, which should be in the form of an experience certificate or PO issued by the concerned Institution / department of providing services of Canteen/Hostel Mess of Govt. Hospital / Mess or Canteen of Govt. College & University / Government Departments.

***NOTE: If Bidder managing multiple contracts simultaneously, the experience period for each contract must not overlap. In case of overlapping period, only one contract will be counted for that period.***

- f) Income Proof like Annual Return or audited Balance Sheet along with Income and Expenditure Account for the last five financial years duly attested.
- g) The firm should possess a valid FSSAI license that is at least five years old at the time of applying for the tender.
- h) GST Registration at least five years old of the firm.
- i) At least One year experience during the last five years should be in a Govt. Hospital Canteen (Minimum 500 bedded Govt. Hospital)
- j) At least 3 Tenders should be running of Canteen Services/ Mess as on date of applying of the firm/bidder at any Govt./ Reputed Private Sector.
- k) Firm should be ISO 9001 and 14001 Certified before applying for Tender.
- l) The firm should have a valid Labour License as per Contract Labour (Regulation and Abolition) Act, 1970 which should be at least 5 years old.
- m) 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-V**)
- n) PAN and GSTIN Number and photocopy of PAN and GSTIN card (self-attested).
- o) 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 OPERATION  
AND MANAGEMENT OF CANTEEN SERVICES.**

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 canteen services.
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 two years 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 two 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-IV** payable at Rishikesh valid for 63 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.
- f) The bidder will be responsible for submitting Medical Examination report from any **Government Medical Officer** (on the medical Performa, provided by AIIMS) of all the Food handlers to be engaged at the premises at the time of possession of the site. A forest medical certificate of each employee would have to be submitted on or before expiry of every six 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: -

- a) **The successful Bidder would be required to take the food license from the State Licensing Authority, in terms of the Food Safety and Standards Authority of India's relevant guidelines/Notification, as amended from time to time, and deposit the receipt of the application of the same in the Estate Branch, AIIMS-R within one month of taking over the possession of the shop/site. Further, the licensee is required to submit the required food license within a period of 90 days of the possession of the shop/site. If the licensee does not submit the aforesaid documents within this stipulated period, a fine @500/- per day will be charged till 90 days of taking over the possession. Failure to submit the required**

**licence within 90 days, the license is liable to be terminated by the Executive Director, AIIMS.**

- b) **It is mandatory for the bidder to possess FoSTaC certificate for worker whom he would be employing, within 90 days of taking over the possession of the said shop/site or in such extended period of time as may be allowed by the Executive Director AIIMS Rishikesh. If the licensee does not submit the aforesaid documents within the stipulated period i.e. after 90 days, a fine @ Rs. 500/- per day will be charged, till the actual deposit of the same.**

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 two years. The licence is further extendable for two years (one year at a time) 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, and increase in monthly licence fee for each term as deemed fit by the authorities. 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: -

a) The successful Bidder would be required to take the food license from the State Licensing Authority, in terms of the Food Safety and Standards Authority of India's relevant guidelines/Notification, as amended from time to time, and deposit the receipt of the application of the same in the Estate Branch, AIIMS-R within one month of taking over the possession of the shop/site. Further, the licensee is required to submit the required food license within a period of 90 days of the possession of the shop/site. If the licensee does not submit the aforesaid documents within this stipulated period, a fine @500/- per day will be charged till 90 days of taking over the possession. Failure to submit the required licence within 90 days, the license is liable to be terminated by the Executive Director, AIIMS.

b) It is mandatory for the bidder to possess FoSTaC certificate for worker whom he would be employing, within 90 days of taking over the possession of the said shop/site or in such extended period of time as may be allowed by the Executive Director AIIMS Rishikesh. If the licensee does not submit the aforesaid documents within the stipulated period i.e. after 90 days, a fine @ Rs.500/- per day will be charged, till the actual deposit of the same.

19.

- a) For the purpose of trade, the licensee at his/her own cost shall ensure display of specified menu along with price as per Annexure -III of Tender document, 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 canteen services. The premises is temporary allowed to be used only for convenience in imparting Canteen services only without creating any right to continue possession of same.

20. a) The licensee will sell items listed in **ANNEXURE-III** only. The licensee will be required to strictly adhere to the specification/scale/quality/quantity/brand of various items as mentioned below.

- i. Refined oil of only FSSAI brand should only be used for cooking and frying.
- ii. Only FSSAI marked raw material and spices should be used.
- iii. 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.
- iv. No item should be kept uncovered /under unhygienic conditions / dirty utensils.

- v. 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.
  - vi. At not time of the day dustbins should be more than 3/4<sup>th</sup> filled.
  - vii. Pre-prepared things should be time-labeled/stored in cold storage. To be used within limited time.
  - viii. Sale/storage of items other than the mentioned in Annexure-III would not be allowed.
  - ix. The licensee would not charge extra rate higher than the ones mentioned in Annexure-III against each item.
  - x. Styroform 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.
  - xi. Separate counter for the staff to be maintained.
  - xii. Adequate staff to be recruited to ensure cleanliness of the premises and waiting time should not be more than 15 mins.
  - xiii. The staff recruited should wear neat and clean uniform and maintain courtesy with the customers and other staff/employees.
  - xiv. No advertisement of the products will be displayed on the walls of the Canteen. 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 7<sup>th</sup> 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 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 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.

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

#### **PAYMENT OF ELECTRICITY CHARGES**

23. In addition to the licence fee the licensee shall pay the bills of electricity/water according to the reading of electricity/water meter to be installed by him/her at his/her own cost and the arrears, if any will be recovered from the security. In case separate electricity/water meter is not installed, the licensee shall pay the charges of electricity/water at flat rates fixed by the AIIMS Rishikesh from time to time. The licensee will pay the electricity/water bills raised by the Institute within 10 days from the issue of bill failing which the electricity/water supply will be disconnected without any intimation and the arrears if any will be adjusted from the amount of security deposit.

#### **PERFORMANCE SECURITY DEPOSIT**

24. 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 two 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-IV 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 a additional Security against Electricity supply in shape of Bank Guarantee or Fixed Deposit (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.
25. 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.

26. 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**.
27. 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.
28. 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**

29. 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.
30. **Use of LPG and safety measures:**
  - a) The licensee should use only **commercial LPG cylinders and commercial gas stove and shall not use domestic cylinders.**
  - b) The licensee must keep adequate number of fire extinguishers in the shop (in consultation with the Fire Officer, AIIMS) within 15 days of taking over possession.
  - c) All safety measures and security will be responsibility of the licensee.

#### **MAINTENANCE OF THE PREMISES**

31. 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 not sell items at higher rates than the rates mentioned in the rate list given b Estate Branch and shall give mandatory discount.**

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

f) It will be mandatory requirement for all shops providing food and other eateries to keep a complaint register at a conspicuous place at the shop along with a signage indicating the existence of complaint register. The maintenance of the said register can be checked by the Estate Branch at any time at least once a month. Failure to maintain the complaint register in a desired manner would invite penalty of **Rs. 5000/- be imposed for every lapse.**

g) 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.

h) All the food items as per list should be available in sufficient quantity all the time.

i) 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.

j) Each licensee shall install minimum two 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.**

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

l) 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.

m) 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.

n) The Institute may provide space for unit extension for the canteen solely for the sale of cooked items; however, no cooking will be permitted in that area.

o) AIIMS Rishikesh will provide fixed infrastructure for the canteen. However, any additional construction or furniture required for the operation of the canteen will not be provided by the Institute.

p) Water supply will be provided by the Institute.

q) The designated area will be decided by the concerned committee of AIIMS Rishikesh in due course and the area would be around 145 sq.m.

32. 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.

33. The licensee shall not use any electronic broadcaster or any other article that may disturb the atmosphere of the Hospital.

34. The licensee shall pay during the terms of licence of all Central/local taxes and ceases 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.

35. 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.**

36. 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.



37. 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.**
38. 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 of AIIMS to ensure safety and security of the public, self and the Institutes property.
39. 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 Canteen Services.**

<b>Sr. No.</b>	<b>Violation done by the licensee</b>	<b>Penalty Amount</b>
1	Non deposit of FoSTac	<b><u>Rs.500 per day</u></b>
2	Non display of rate list and rate of discount	<b><u>Rs.10,000/- will be imposed for every lapse</u></b>
3	Selling spurious, soiled, damaged, post-dated and expire items by the licensee.	<b>Rs. 500/- will be imposed on first incidence and on second there will be suspension and cancellation of the license.</b>
4	Non deposition of Bank Guarantee within a month of instruction from taking over possession	<b>Rs.2500/- per day</b>
5	Non keeping of premises in a clean sanitary and tenable condition	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
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	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>

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7	Non keeping of shops in dust free, mosquito/cockroach/insects free and improper sanitation	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
8	Selling of items at higher rates than the rates mentioned in the rate list (Overcharging)	<b><u>Rs.10,000/- will be imposed for every lapse</u></b>
9	Selling of poor quality /non-branded/non FSSI products and use of cups /glasses of plastic material	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
10	Not maintaining the complaint register and failure to get the same inspected by DDA, AIIMS Rishikesh on fortnightly basis	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
11	Non issue of bills to customers	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
12	Non keeping of minimum two 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,	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
13	Non segregation of solid waste as per the Solid Waste Management Guidelines as on date.	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
14	Use of electric broadcaster/ Loud Speaker or any other article that may disturb the atmosphere of the Hospital	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
15	Non deposition of Bank Guarantee within a month of instruction from taking over possession	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
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.	<b><u>Termination of license</u></b>
17	The licensee shall not employ any child labour(s) in contravention of the LABOUR EMPLOYMENT ACT, 1970.	<b><u>In the event of breach of this condition, the Executive Director may terminate the license.</u></b>
18	The licensee will be fully responsible for implementation of all applicable Labour Laws/ including but not limited to minimum wages,	<b><u>In the event of breach of this condition, the Executive Director may terminate the license.</u></b>

	Payment of wages, ESI, P.F. & Worker Compensation etc.	
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 of AIIMS to ensure safety and security of the public, self and the Institutes property.	<b><u>Penalty Rs.5,000/- will be imposed for every laps by the DDA, AIIMS.</u></b>

40. 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.
41. 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**

42. The timings of the said premises for providing services shall be 24\*7. 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**

43. 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 in 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**

44. 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, he 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.

45. 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 Cooked food items, maintain sanitation in premises and the trade or business carried therein.
46. 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.
47. 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.

#### **DISPUTE RESOLUTION**

48. 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**

49. 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.
50. Any disputes any subject to exclusive jurisdiction of Competent Court and Forum in RISHIKESH/DEHRADUN, Uttarakhand, India only.

**Senior Procurement-cum-Stores Officer  
AIIMS Rishikesh**

**TECHNICAL BID**

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

**Having read and accept all terms and conditions of tender documents we submit the details for Canteen Services as follows:**

1.	Name and address of the Registered office of the agency/firm.	
2.	Name of the owner(s) Partners (Attach Bio-data of all Partners)	
	Telephone no.	
	Residence (Proof of Aadhaar card copy may be attached)	
	Office	
	Mobile	
3.	List of Organization/Office, Where firm is presently providing mess/Canteen Services (Mention) / Catering services	
4.	Details of EMD No., Date ,Amount, and Bank Name	
5.	Whether the firm/agency is registered, attach copy of the certificate of registration and indicate WCT number	
6.	GST Number	
7.	PAN	
8.	TIN Number	
9.	Food License	
10.	Please ensure that all proofs of compliance with the terms and conditions from Points 1 to 2 (a to l) of page no. 6&7 of 29 are attached.	
11.	Please attach the copies of the Annul certificate and audited balance sheets for last Five financial years.	
12.	Please submit a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- in the format given in Annexure-V 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 not blacklisted/debarred by any Organization on the last date of Submission of bid.	
13.	Details of the Bank Guarantee or Fixed Deposit (FDR) of Bid security (EMD)	

**Financial Bid**

**(Bidders are required to quote rent for the designated areas)**

Canteen	Rental Charges (In rupees) Minimum Rent Rs. 1,50,000/- per month (GST excluded)	Quoted rent per month In Figure (In INR)	
			Quoted rent per month In words (In INR)

1. Highest rent offered by the bidder will be considered H-1 bidder.
2. In case more than one bidder qualify for H-1, the tender will be awarded to the bidder who have greater turnover.
3. GST additional will be payable at prevailing rates.

Note:

**After due evaluation of the bid(s) Institute will award the contract to the highest evaluated responsive bidder, However, the successful bidder has to supply the items on the most reasonable rates quoted for the items in Annexure III.**

**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 :-

**ANNEXURE-III**

**List of approved items, their rates including all taxes and specifications/scale/ quality/ quantity/brand to be sold in the Canteen at All India Institute of Medical Sciences, Rishikesh.**

<b>Sr. No.</b>	<b>Item</b>	<b>Quantity/ Packing</b>	<b>Rates (inclusive of taxes)</b>	<b>Quality/scale per cup/ piece</b>
<b>A</b>	<b>BEVERAGES</b>		<b>(Rs.)</b>	
1	Cold Drinks	Per bottle	<b>MRP</b>	Brands approved from FSSAI
2	Juices	Tetra-pack/ Tin only	<b>MRP</b>	
3	Mineral Water	Sealed bottle	<b>MRP</b>	
4	Customized Tea 1. Ginger /Elachi/ Masala	110ml / 220ml	<b>10.00 / 20.00</b>	Using pasteurized milk, water / sugar as per taste
	2. Green Tea / Lemon Tea	110ml / 220ml	<b>10.00 / 20.00</b>	Using pasteurized milk, water / sugar as per taste
5	Tea (tea bag) vending machine	110ml 220ml	<b>15.00 25.00</b>	Brands approved from FSSAI
6	Coffee (Vending machine)	110ml 220ml	<b>20.00 30.00</b>	
7	Milk Boiled with Sugar	250 ml 500 ml	<b>25.00 30.00</b>	Standard Milk like Amul, Mother Diary, Ananda etc
8	Flavoured milk / Curd/ Flavoured Curd / Buttermilk / Sweet Lassi/ Namkeen Lassi / Plain Lassi / (small and I Liter packing) / Kheer	Pre-Packet per item	<b>As per MRP</b>	Brands approved from FSSAI
9	Ice Tea / Cold Coffee / Shakes (Banana / Mango / Papaya / Cheeku)	250 ml	<b>30</b>	
<b>B</b>	<b>SNACKS</b>	<b>Quantity/ Packing</b>	<b>Rates</b>	<b>Quality/scale per piece/ plate/packing</b>

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1	<i>Chips</i>	<i>Pre-packed pouch</i>	<b>MRP</b>	
2	<i>Namkeen/salted or unsalted peanuts/ chana plain or salted</i>	<i>Pre-packed pouch</i>	<b>MRP</b>	
3	<i>Patty (Veg.)</i>	<i>Min.90 gm per piece</i>	<b>20</b>	
4	<i>Patty (cheese/ mushroom)</i>	<i>Min.90 gm per piece</i>	<b>20</b>	
5	<i>Veg Sandwich</i>	<i>Per piece</i>	<b>30</b>	
6	<i>Grilled Sandwich</i>	<i>Per piece</i>	<b>40</b>	
7	<i>Grilled Cheese Sandwich</i>	<i>Per piece</i>	<b>50</b>	
8	<i>Bun Makkhan</i>	<i>Per piece</i>	<b>20</b>	
9	<i>Bread Makkhan</i>	<i>Per piece</i>	<b>20</b>	
10	<i>2 Slice of bread with butter</i>	<i>Per piece</i>	<b>20</b>	
11	<i>Egg (Boiled)</i>	<i>One egg</i>	<b>12</b>	<i>Std/size 1 egg boiled with salt.</i>
12	<i>Egg - Omelet / Bhurji</i>	<i>Two egg</i>	<b>30</b>	<i>Std. size one egg and onion</i>
13	<i>Burger / Hot Dog (Veg.)</i>	<i>Per piece</i>	<b>30</b>	<i>Std. Size, vegetable/cutlet stuffed with sauce</i>
14	<i>Veg Cheese Burger</i>	<i>Per piece</i>	<b>40</b>	<i>Std. Size, vegetable/cutlet stuffed with Cheese</i>
15	<i>Samosa</i>	<i>Per piece</i>	<b>15</b>	<i>Min.70 gm fried with chutney</i>
16	<i>Bread Pakora</i>	<i>Per piece</i>	<b>15</b>	<i>Big Size (Bread) Bread slice with potato stuffed with chutney</i>
17	<i>Mathi</i>	<i>30 gm Per piece</i>	<b>5</b>	<i>Min. 30 gm prepared per piece</i>
18	<i>Veg. Cutlet</i>	<i>Per piece</i>	<b>15</b>	<i>70-75gm prepared with chutney/sauce</i>
19	<i>Sambhar Vada/ Idli</i>	<i>Two Piece with Sambhar</i>	<b>40</b>	<i>Minimum 30gm per piece, pre-pared with 100 gm sambhar sauce</i>
20	<i>Noodles (Maggi/Top Ramen/Wai-wai / Chowmin / Patanjali)</i>	<i>1 packet</i>	<b>30</b>	<i>Cook and served with onion, peas and vegetables.</i>
21	<i>Noodles (Maggi/Top Ramen/Wai-wai / Chowmin / Patanjali)</i>	<i>1 packet</i>	<b>20</b>	<i>Plain maggi without any additions</i>
22	<i>Poha</i>	<i>Per Plate</i>	<b>40</b>	<i>Minimum 150 gm per plate</i>
23	<i>Upma</i>	<i>Per Plate</i>	<b>40</b>	<i>Minimum 150 gm per plate</i>
24	<i>Vada Pav</i>	<i>Per Piece</i>	<b>40</b>	<i>Std. Size</i>
25	<i>Shakes</i>	<i>Per Glass</i>	<b>50</b>	<i>Std. Size Glass</i>
<b>C</b>	<b>SWEETS/ BAKERY</b>	<b>Quantity/ Packing</b>	<b>Rates</b>	<b>Quality/scale per piece/ plate/packing</b>



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1	Biscuits	Pre-packed	<b>MRP</b>	Brands approved from FSSAI
2	Slice / Fruit Cake	Pre-packed sliced	<b>MRP</b>	Brands approved from FSSAI
3	Pastry – Pineapple/ Strawberry / Chocolate/Butter Scotch	Per piece	<b>25</b>	Very Good quality cream pastry from Regd Bakery
4	Besan Burfi	Per piece	<b>20</b>	Min. 30 gm prepared per piece
5	Sponge Rasgulla/Gulab Jamun	Per piece	<b>20</b>	Min. 50 gm per piece.
<b>D</b>	<b>MINI MEALS</b>	<b>Quantity/ Packing</b>	<b>Rates</b>	<b>Quality/scale per piece/ plate/meal</b>
1	Prantha (plain)	Per piece	<b>20</b>	Std. Size
2	Prantha (Stuffed)	Per piece	<b>30</b>	Aloo / onion / Cauliflower/ Raddish/ methi
3	Prantha (Paneer Stuffed)	Per piece	<b>40</b>	Paneer stuffed Parantha
4	Curd		<b>MRP</b>	
5	Matar / Choley kulcha	Per plate	<b>40</b>	2 Kulcha with Choley
6	Choley Bhature	Per plate	<b>60</b>	2 Bhature with Choley
6	Rice Rajmaha/Channa	Per plate	<b>45</b>	Rice 300 gm cooked per plate with Rajmaha/ Kadi / Choley prepared/cooked
7	Meal	Thali/Diet	<b>80</b>	1. Vegetable Sabji 2. Yellow Dal/Rajma/Moong dal/Black Chana/ Seasonal veg curry/Kadi (Any One). 3. Chapati two + Rice / 4 Chapati (Any One) 4. Salad 5. Raita. Extra Chapati @ Rs. 10 per piece

- Daily Special / Weekly Special can also be catered.
- Items can be added / deleted only after prior approval from the Competent Authority, AIIMS Rishikesh.
- No rate shall be revised without prior approval from the Competent Authority, AIIMS Rishikesh.

**ANNEXURE-IV**

**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 work of Canteen Services (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. We..... do 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 of .....for .....

(Indicate the name of the Bank)

**ANNEXURE-V**

**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 paid as on date.
8. Proprietorship/Firm/Company/Agency hereby agrees and fully understands that

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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/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)*