

All India Institute of Medical Sciences Rishikesh-249203



Tender for Milk Booth Services - 2 at AIIMS, Rishikesh

Ref. No.	:	24/RT/607/Milk Booth Service – 2/2021-Rish(Admin)
Publishing Date	:	12-June-2021
Pre-Bid Meeting	:	16-June-2021 at 03:00 pm
Bid Submission Start Date	:	12-June-2021
Last Date of Bid Submission	:	26-June-2021
Bid Opening	:	28-June-2021 at 03:00 pm

Tender documents may be downloaded from institute's web site www.aiimsrishikesh.edu.in

NOTICE INVITING TENDER
For
“Milk Booth Services-2 At, AIIMS RISHIKESH”

Dated.....

1. Tenders in Two Bids (Technical & Financial) basis are invited on behalf of the Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible service providers for providing Milk Booth Services - 2 for a period of Two years at AIIMS Rishikesh, further extendable upto one year based on satisfactory performance.

S.no	Type of designated area	Nos.	Designated area (Approx.)	Use of Designated area/locations
1	Open Area	1	12 Sqr.Mtr.	Milk, Dairy Products

1. Bids shall be submitted Offline bid (Physical Bid) containing two envelopes, Technical Bid and Financial Bid before the last date of bid submission, in tender office at AIIMS Rishikesh.

2. The complete bidding process is offline for any assistance, if required bidder may contact to the helpdesk at [0135-2462915](tel:0135-2462915).

3. Bid documents should be legible.

4. Bidders have to submit bid security declaration in given format (Annexure-E)

5. The tender shall be submitted offline 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 irrespective of nature of content of the documents.

6. The offers submitted through Fax/email shall not be considered. No correspondence will be entertained in his matter.

7. Any future clarification and/or corrigendum(s) shall be communicated through AIIMS, Rishikesh website: www.aiimsrishikesh.edu.in. The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalization of the tender.

8. 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 specification or have any variation.

9. The pre bid conference would be held on 16-June-2021 at 03.00 PM in 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.

10. 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 & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected outrightly.

11. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filled up carefully by the tenderer. All corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.

12. That bidder shall submit Bid Security Declaration as mentioned in **Annexure-E**.

13. The successful bidders have to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within twenty-one (21) days from the date of award of this tender in his favour and also required to furnish the **Security Deposit @ 3%** of contract value in the form of FD/BG/TD/CD for **three months extra of the contract period** from any Nationalized/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. If the successful bidder fails to furnish the full security deposit within 21 (twenty-one) days after the issue of **Letter of Award** of Work, then the award of tender in service provider's favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh alongwith suspension from bidding for a period of two years at AIIMS Rishikesh .

14. The PBG shall be forfeited if successful bidder fails to provide services in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.

15. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 180 (one hundred eighty) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained.

16. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for Clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

17. After evaluation, the contract shall be awarded normally to the Agency fulfilling all the conditions of the contract and who has quoted the highest rate as per financial bid in addition to compliance with all the Acts / provisions stated / referred to for adherence in the tender.

18. The competent authority of AIIMS, Rishikesh reserves all rights to accept or reject any/ all bids without assigning any reason. It can also impose/relax any administrative term and condition/specifications of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown at the website of the Institute. No representation will be considered after pre-bid meeting and **bidders may ensure its queries only in pre-bid meeting**. AIIMS, Rishikesh also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

19. Bids must be submitted in the prescribed Format otherwise bids will be rejected straightway.

20. The bids are not transferable.
21. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their bids rejected out rightly.
22. It is required by all concerned, namely the Bidders/Suppliers, as the case may be to observe highest standard of ethics during the procurement and execution of this Tender.
23. It must be mentioned clearly whether bidder is a sole Services provider/ sole agent for the items for which he is quoting.
24. The bidders should have furnished a copy of GST/S.T. /C.S.T./VAT registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be rejected.

Turnover provisions: - (i) The tenderers should submit along with the tender, a certified copy of the last three years Annual Accounts with Audit certificate by Chartered Accountant, Income Tax returns and a copy of current valid income tax clearance certificate (IT CC), otherwise bidder will not be considered for administrative evaluation (in evaluation of Technical bid) and will be declared **disqualified** in technical evaluation.

(ii) In case of bidder falls under Section 44AD/44ADA/44AE of Income Tax shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.

(iii) In case of supplier is an Indian Agent, the firm can submit copies of purchase orders issued in favour of firm (*As the payment is made through LC directly to foreign manufacturer and equipment payment does not exist in the book of account of the supplier*) in support to its turnover whatever amount is getting short.

(iv) There will be relaxation on turnover on *case to case* basis for **Start-up firms** registered by Government of India under Start-ups scheme as per orders of Ministry of Commerce, Government of India.

26. Force Majeure: Any failure or omission to carryout of the provisions of this supply by the supplier shall not give right for any claim by supplier and purchaser to one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to the either of the parties.

27. The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.

28. Legal Jurisdiction: -The Courts at Rishikesh/ Dehradun alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.

Applicable Law:

29. 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.

30. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand India only.

31. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the DDA will lie to the Director, AIIMS Rishikesh and his decision shall be final and binding upon both the parties.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

SPECIFIC CONDITION:

- a) The bidder should have distributorship/sub-distributorship/dealership/sub-dealership/franchisee of manufacturing Brand of corporative of Uttarakhand Only.
- b) The service provider will sell Milk & dairy Products of reputed brands i.e. Dairy Cooperative brands of Uttarakhand.
- c) Service provider shall not charge in excess of the approved rates / MRP fixed by them.
- d) Manufacturing Brand preferably have at least more than 50 outlets all over India.
- e) That the manufacturing firm should have valid FSSAI License.
- f) That the service provider shall ensure provision and sale of quality products of above mentioned cooperative / Govt. Organizations and in no case the items as above which are spurious soiled, damaged, post-dated and expire would be stocked or sold by the license.

Breach of these conditions will entail immediate suspension and cancellation of the agreement. The products shall conform to the rules and laws of the Govt. regarding their sale.

GENERAL TERMS & CONDITIONS

S.no	Type of designated area	Nos.	Designated area (Approx.)	Use of Designated area/locations	Minimum. Rent in Rs.
1	Open Area	1	12 sq.mtr.	Milk and Dairy Products	10,000.00

The successful Bidder will be decided upon the highest rent quoted (above than reserve price i.e Rs. 10,000/-plus GST) by particular Bidder for designated area.

Note: Bidders may visit the designated area at AIIMS Rishikesh before quoting user charges of the prescribed area at pre-bid meeting.

- 1.** The service provider is restricted to make any change in electrical wiring, fittings and structural changes etc without prior written permission of the Institute.
- 2.** The **service provider shall have to pay the electricity bill as per actual consumption at such rates as may be decided by the institute from time to time (including surcharge) and institute shall install a separate sub-meter at the cost of contractor to ascertain actual electricity charges.**
- 3.** That encroachment other than allocated is not be allowed and will attract penalty @ Rs. 1000 per incidence per day.
- 4.** That the service shall be provided round the clock (24x7x365) or as may be stipulated by Provost. Any closure must be done with approval of competent authority

of the institute and proper prior notification among the residents of the campus, AIIMS Rishikesh. Non-compliance shall attract a penalty @ Rs 500/- per incidence per day..

5. The Institute will not be responsible for the payment of any bill due against any member of the Staff, employee and students etc. A notice to that effect shall be prominently displayed on the designated area.
6. During the period of services, if the area is required by the Institute, the agreement can be cancelled and the service provider shall have to vacate the area within the time specified. In case of such an eventuality, no compensation except proportionate Usage Charges for the unexpired period of agreement shall be returned.
7. The service provider is not permitted to transfer or sublet the area or any part of the designated area. In case the service provider is found to sublet the services then the agreement will be cancelled immediately with a penalty.
8. The service provider shall arrange its own fixtures, furniture, refrigerators, partition, shelves, etc. inside the designated area and locations..
9. The Institute shall be entitled to recover any outstanding dues including penalty/fine, instalment and other due from security deposit of the service provider.

Special Terms & Conditions

1. The tenderer shall bring their own equipment and instrument to run their designated area. Only Space (12 Sq.Mtr) will be provided by Institute.
2. 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.
 - A Rate List has to be displayed at some conspicuous part of designated area.
3. Over charging of rates strictly prohibited. In case of default, his agreement will be cancelled.
4. The service provider shall maintain the designated area in good condition and keep it clean and tidy always. The waste must be disposed off and 100% area should be cleaned and also to be cleared at sufficient intervals during the day. The firm shall maintain cleanliness of the designated area at all times.
5. Only assigned work will be carried out under this contract.
6. The designated area should be kept neat & clean and free of unhygienic conditions by successful bidder. The contractor should keep the site clean. If at any point, the designated area found to be unclean, the contractor shall be held responsible and penalty of Rs. 500/- per occasion shall be imposed.
7. The bidders 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.

8. Dairy Products required/sold shall be of the best available quality, reliable and economical. The articles/ items sold/ stored for sale in the designated area shall be of good quality, if anything of sub-standard quality / expired items or unwholesome quality found, Competent Authority or any other officer authorized by him on his behalf may seize the whole stock or part thereof and authorized to disposed off same in addition to imposition of a penalty @ Rs 500 per incidence per day.
9. To regulate price and quality, regular monitoring and supervision shall be made any time by an officer/official so authorized by the competent authority and submit the report of the irregularities, if any, to the office for necessary action by the committee, or authorized officer by the competent authority.
10. In case of any default, complaint or deterioration of requisite quality of items, the service provider shall be liable to pay reasonable penalty levied by the institute and shall deposit the penal amount as per direction of the institute. Decision of competent authority will be full and final.
- 11. The sale, storage or stock, deposit of Narcotics, tobacco, alcohol and other contraband & dangerous goods/materials in any form is strictly prohibited in the designated area. Further, smoking and consumption of Alcohol/intoxicants in the designated area are strictly prohibited. No inflammable material is to be stored or kept in the designated premises.**
12. The agency will get antecedent, character and conduct verified and to submit a copy of police verification to Institute before engaging any employee.
13. No child labour shall be employed by the service provider in any case.
14. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.
15. The service provider shall be responsible for the repair of designated area required, if any, during the contract period.
16. If service provider wants to withdraw from his engagement before completion of tenure, then the firm must provide one-month notice before termination of contract.
17. The service provider shall be responsible to make all arrangements to ensure with regard to the safe custody. The Institute shall not be responsible for any damage, loss or theft in designated premises, if any
18. Additional specific condition may be imposed by the Institute whenever considered necessary and appropriate. The same shall be intimated to the service provider in due course.
19. The service provider shall strictly observe and instructions issued by the Institute from time to time. In case of non-compliance of orders and breach of any of the

terms and conditions of Agreement, the agreement can be cancelled by the institute without assigning any reason and security amount will stand forfeited.

20. Rental Fees and Security Deposit

1. Designated area provided to service provider for running of services will be made subject to an annual increase in the Usage Charges fee @ 5% every year, on the Usage Charges fee charged in the preceding year.
2. The agreement shall be made only on highest rental fees basis. However, before the occupation of the designated area, the service provider after getting the letter of award shall have to submit the following:
 - (i) Security deposit as prescribed in rules will have to be deposited in advance before occupation.
 - (ii) Security deposit will be refunded on successful completion of the tenure of contract.
 - (iii) Execute agreement in the prescribed Performa on stamped paper worth Rs. 100/-
3. All formalities in respect of designated area like signing inventory of fixtures (electrical and civil), etc. shall be completed by the service provider within week during working days..
4. Any breach in the terms and conditions of the contract between the Institute and service provider will provide an opportunity to the Institute to cancel the contract without assigning any reason whatsoever and forfeiting full or part of the Security/PBG as penalty.
5. Usage charges of the designated premises shall be paid between 1st to 7th day of every month failing to with penalty of Rs. 500/- per day shall be impose after delayed period.

21. ACCEPTANCE OF LETTER OF AWARD:

The bidder shall communicate the acceptance of the letter of award made to him or her within 7 working days from the receipt of letter of award. On acceptance, he/she shall occupy the designated area after depositing the rent in advance for 2 Months within fifteen days from the date of acceptance unless the designated area are certified to be uninhabitable by the competent authority.

22. MAINTENANCE OF AREA:

- a. The service provider, shall maintain the designated area to the satisfaction of the Institute or any other official nominated by the Director to ensure proper maintenance of the milk booth.
- b. The service provider shall allow the maintenance staff authorized by the Institute to have access to the designated area at all reasonable hours for inspection.
- c. Service provider or his/her staff shall not grow any trees, shrubs or plants contrary to the instructions issued by the institute nor cut or lop off any existing trees or shrubs growing in any garden, courtyard or compound attached to the milk booth except with the prior written permission of the appropriate authority.
- d. Service provider shall ensure that he/she and his/her staff do not cause any inconvenience

to their neighbours by their conduct.

- e. The service provider shall not undertake any structural change or alternation without written permission from the appropriate authority of the Institute.

23. DAMAGES/ THEFTS:

The service provider shall be personally responsible for any damage beyond normal wear and tear of the fixtures, civil fittings, electrical installations, fencing etc., provided in the designated area or theft of any of these items during the period of his/her occupation of the designated area. The service providers have to furnish complete present and permanent residential addresses of his/her staff with their photographs to the Estate office, along with the Police Verification Certificate.

24. INTERPRATATION AND RESIDUAL MATTERS:

On any question of interpretation of these Rules, the Director's decision shall be final. The matters or points in relation to which no specific provision exists in these rules, will be governed by the provisions of relevant Rules of Government of India.

Technical Bid

(In Separate sealed- Cover-I superscribed with “Technical Bid” for Milk Booth 2)
(Documents to be attached in the “Technical Bid”)

Having read and accept all terms and conditions of tender document we submit the details for
Milk Booth Services - 2 as follows:

1.	Documentary proof i.e Agreement/Distributorship Authorization of Dairy Cooperative Brand	
2.	Authorization Letter form Proprietor	
3.	Residence (Proof of Aadhaar card copy may be attached)	
4.	Office Mobile	
5.	Please attach copy of last three year’s Income Tax Return.	
6.	GST Number	
7.	PAN	
8.	Bidder should have valid FSSAI license.	
9.	Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- in the format given in Annexure- A	
10.	Undertaking	
11.	Bid Security Declaration Form Annexure-B	

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

TENDER NO.

I, undersigned (name).....(designation)....., duly authorized 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.
 - a. All details/information/documents furnished by Proprietorship /Firm/ Company/Agency in bid document is true and correct.
 - b. Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of Tender.
 - c. Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dues have been paid as on date.
 - d. Proprietorship/Firm/Company/Agency hereby agrees and fully understands that notwithstanding anything contrary contained in Tender document and without prejudice to any of the rights or remedies of AIIMS Rishikesh, AIIMS Rishikesh shall be entitled in its 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.
2. Rate quoted by Proprietorship/Firm/Company/Agency to AIIMS Rishikesh is minimum rate for similar milk and dairy products providing by the proprietor/Firm/Company/Agency across India.
3. I have never involved in any adulteration of food and drugs. No case ever been booked by any Government Agency/ FDA against any firm in which I was proprietor/partner.
4. No criminal case is pending with the Police.
5. Proprietorship/Firm/Company/Agency has never been **blacklisted/ debarred** by any organization.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency 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/Firm/Company/Agency as well as undersigned personally 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:

Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. 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.
3. 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.
4. 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.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

Bid Security Declaration Form

Tender Ref. No.

To (Mention full name and address of the purchaser)

I/ We, the undersigned, declare that:

I/ We understand that bids must be supported by a Bid Securing Declaration. Therefore, I/ We accept that I/ We shall be disqualified / suspended from bidding for any contract with you for a period of _____years* from the date of issue of any such notification if I am/ We are in a breach of any such obligation under the bid conditions that can impair Bid Security by any means, viz.

1. If I/ We withdraw/ modify/ amend/ impair or derogate from our bid(s) during the bid validity period.
2. If, at any stage, it is found that any information/ document provided by me/ us is false or incorrect.
3. If, at any stage, it is found that I / We have submitted more than one bid for the same/ similar tendered item(s).
4. If I/ We get notified that my/our bid is accepted but I/ we fail/deny/refuse to execute the contract as specified under this tender and/ or if I/ We fail to furnish you with the Performance Security Deposit in accordance with the instructions given in the bid document.

Signature with stamp:

(signature of the person whose name and capacity is shown below) –

.....

In the capacity of:

(Legal capacity of the person signing this Bid Security Declaration) –

.....

Name:
(Full name of the person signing this Bid Security Declaration) –

.....

Designation:
(Designation of the signing authority in their Firm) –

.....

Address:
(Complete address of the signing authority)

.....

.....

Bidding Firm Name
with full address:
(Full name and address of the bidding Firm) –

.....

.....

Date & Place:
(Date & place of signing this declaration) –

.....

Financial Bid

(To be submitted in BoQ Only in hard copy)
(Bidders are required to quote rent the designated area)

S.No.	Description	Monthly Rental Fees Amount
1.	Milk Booth Services – 2 at AIIMS Rishikesh	

1. Highest Rental fees to AIIMS Rishikesh will be considered H-1 bidder.
2. In case more than one bidder qualifier for H-1, the tender will be awarded to the bidder who have greater turnover.

Note:

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

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: -

Phone No: -

Email: -

Seal: -

Address: -