

## All India Institute of Medical Sciences

Veerbhadra Marg, Pashulok,

Rishikesh-249203

(Level 3, Block B, Hospital Administration, Kiosk 1)



### Tender document for establishing “JUICE SHOP” in AIIMS Rishikesh Premises

#### AIIMS, Rishikesh

(Level 3, Block B, Hospital Administration, Kiosk 1)

Ref. No.	:	24/Juice Shop/Hospital/507-2019Rish(Admn)
Publishing Date	:	22.06.2019 at 2.00 PM
Pre-Bid Meeting	:	28.06.2019 at 3.00 PM
Bid Submission Start Date	:	22.06.2019 at 2.00 PM
Last Date of Bid Submission	:	15.06.2019 at 3.00 PM
Bid Opening	:	16.06.2019 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

**“Establishing JUICE SHOP in AIIMS Rishikesh premises”**

**AIIMS, Rishikesh,**

Dated.....

**Subject: E-TENDER FOR SETTING UP OPERATION AND MANAGEMENT OF JUICE SHOP AT AIIMS RISHIKESH.**

All India Institute of Medical Sciences (AIIMS), Rishikesh invites bids through E-Tender for setting up, operation and management of Juice shop 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 1,00,000/- (Rs. One Lakh only) as EMD through DD/FD prior to submission of E-Tender. The E-receipts for the same shall be uploaded along with tender document. Bids uploaded without E-receipt of EMD shall not be entertained.

The successful bidder shall be intimated about the Award of Licence within 150 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**

**“Establishing Juice shop in AIIMS Rishikesh premises”**

**AIIMS, Rishikesh, Virbhadr Marg, Rishikesh, Dehradun**

**Dated.....**

1. E-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 Companies/Firms/Agencies for establishment of **Juice shop at AIIMS Rishikesh**.
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
3. The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at [0135-2462915](tel:0135-2462915).
4. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’.
5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. Hard Copy of original (EMD) earnest money deposit and tender fee etc. must be delivered to AIIMS, Rishikesh on or before last date/time of Bid Submission as mentioned above. The bid without EMD and tender fee will be summarily rejected. The scanned copy of the EMD and Tender fee 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 irrespective of nature of content of the documents before uploading.

**The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.**

8. Any future clarification and/or corrigendum(s) shall be communicated through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app> or AIIMS, Rishikesh website: [www.aiimsrishikesh.edu.in](http://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 finalisation of the tender.
9. 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.

10. The pre bid conference would be held on ..... -2019 at 03.00 PM in the office of Tender Opening Room, AIIMS, Rishikesh. All firm's representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letter head.

11. 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 out rightly.

12. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filed 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.

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

**The Director  
All India Institute of Medical Sciences, Rishikesh  
Virbhadra Marg Rishikesh  
Rishikesh-249203, Uttarakhand.**

**Scope of work:**

1. The Institute requires eligible Companies/Firms/Agencies to run **Juice shop** in AIIMS Rishikesh premises at subsidized rates as fixed by the Institute to cater for the needs of the students, staff, beneficiaries and visitors attending the Institute.
2. The **Juice shop** are also required to be extended during the examinations seminars, workshops, farewell, annual events and orientation courses etc.
3. To fix the menu in consultation with the canteen committee of the Institute from time to time.
4. To supply Juice/Snacks/Shakes as and when required.

**Terms and Conditions**

**A. General Conditions:**

1. Pre-bid meeting shall be held in the AIIMS Rishikesh to clarify any queries of the tenderer on --/--/2019.
2. **Preparation and Submission of Tender:** The tender should be submitted online in two parts i.e. Technical Bid and Financial Bid. **Each page of tender document and all the other documents should be properly signed and stamped by the authorised person to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.**
3. **Earnest Money Deposit:** The bidder shall be required to submit the **Earnest Money Deposit (EMD) for an amount of Rs. 1,00,000 (Rupees One Lakh Only)** by way of demand drafts/FD/TD/CD only which shall be drawn in favour of "All India Institute of Medical Sciences, Rishikesh". The earnest money deposit must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be returned after the successful completion of contract order and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.
4. **Tender fee:** Tender fee will be Non-refundable amount of **Rs. 1180/- (Rupees one thousand one hundred and eighty only)**.
5. **Period of Contract:** **The contract period shall commence on the date of Commencement and shall remain for 1 year. The period is further extendable for a maximum period of 2 years (1 year at a time) on the same terms and conditions and the rates at which the contract is awarded will be valid throughout the contract and no claims whatsoever on account of increases in the rate of material to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear such other expenses. However, if there is any downward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on to the AIIMS RISHIKESH through appropriate reduction of the contracted rates.**
6. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Director to check all relevant documents for their authenticity and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.
7. No tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited.
8. In case the successful tenderer declines the offer of contract, for whatsoever reason(s) his EMD will be forfeited.
9. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.
10. **Performance Security: The successful tenderer will have to deposit a Bank Guarantee of @ 10 % of the contract value by way of Bank Guarantee of scheduled bank in favour of AIIMS, RISHIKESH as per the prescribed format attached as Annexure -IV payable at RISHIKESH valid for 63 days beyond the expiry period of contract.**
11. **(a) The successful Tenderer will have to deposit the Bank Guarantee and commence the work within 15 days of acceptance of tender otherwise the contract may be cancelled and EMD will be forfeited.**  
**(b) The successful bidder will have to deposit two months rent in advance before taking possession of location.**

12. Each page of the tender documents and papers submitted along with, should be numbered, signed and stamped by the authorised signatory in acceptance of the terms and conditions laid down by the AIIMS RISHIKESH.
13. The Director, AIIMS, 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.
14. The Director, AIIMS, RISHIKESH reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
15. Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work to be done.
16. The Director, AIIMS, RISHIKESH does not bind itself to accept the highest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
17. The contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to AIIMS and shall indemnify AIIMS against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which AIIMS, RISHIKESH may be party or involved as a result of the contractor failure to comply and of the obligation under the relevant act law which the contractor is to follow.
18. The successful bidder/contractor will be required to enter into an Agreement/ Contract.
19. The catering services will be provided to the Institute at the fixed rate.
20. The timings and working days of the canteen will be regulated by the canteen committee.
21. The contractor shall display the list of items & rates in the premises.
22. The Juice shop outlet should be kept neat & clean and free of unhygienic conditions.
23. The responsibility of maintaining the cleanliness and hygienic condition of the Juice shop will be of the contractor, at his own cost and proper disposal of waste. In case of violation of this condition, Canteen Management Committee may have the right to impose a fine and the contract may be cancelled by giving a week's notice to vacate the premises.
24. 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.
25. The contractor will make his own arrangement for crockery, cutlery, glasses and other kitchen equipment. Disposable good quality paper made items for tea etc. shall be allowed but not of plastic material.

26. The contractor shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found then the same will be recovered from the contractor. The contractor shall take adequate fire pre-cautions.
27. The contractor 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 cash compensation as may be determined by the Institute.
28. 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 canteen 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 canteen.
29. 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.
30. **Electricity Charges shall be paid by contractor (vender) as per actual consumption at prevailing rates of Uttarakhand Power Corporation Ltd.(UPCL) or at such higher rates as may be decided by the Institute from time to time. The designated area will be decided by the concerned committee of AIIMS Rishikesh in due course. Area would be around 40 sq.m. Water will be provided by the Institute.**
31. **The technically qualified Bidder who submits highest financial bid amount shall be declared as Successful bidder (H1) and communication to that effect shall be made subject to approval and as decided by the Competent Authority.**
32. Quality of food/drink items & services provided will be inspected/ checked from time to time and if found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, if deemed necessary.
33. The conduct/characters/antecedents and proper bonafide of the workers in the canteen shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees (permanent, temporary, casual) to the Institute. All the employees should be police verified.
34. The decision to award the **Juice shop** contract will be taken on the basis of prices quoted, feasibility and quality.
35. The contractor will not use cylinder and gas stove for the purpose of cooking. They can only use Microwave and Induction.
36. Police verification and worker's identity cards will be compulsory before taking the charge of complementary catering services. Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.
37. Electronic billing machine for token system will be necessary.
38. The tenderer shall be required to display the price list of all the food/drink items sold in the canteen. The prices of the items sold in AIIMS, RISHIKESH canteen shall not be more than the local market rate and shall be got approved and reviewed by committee of AIIMS, RISHIKESH officials on regular basis. The approved rate list shall be displayed at proper location within the canteen areas by the tenderer.



39. Tenderer shall not sell any cigarette, bidi, pan, alcohol etc. in the canteen and in the AIIMS premises, if anyone is found indulged in these business the person shall be asked to leave the campus immediately and the tenderer shall be liable to lose the contract for breach of this condition.
40. As regards quality of materials and preparation, the tenderer shall ensure that: (a) Food/drink ingredients, additives and materials must be of best quality available in the market, (b) Milk, bread, Fruit, vegetable and other such perishable items should be purchased fresh from the market on daily basis, (c) the Tenderer shall take meticulous care to provide clean and quality food/drink items in all preparations. The committee members shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day, and (e) waste and garbage disposal must be done twice a day on regular basis.
41. The Tenderer shall ensure that the staffs engaged by him observes safety precautions and security regulations at the campus.
42. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than AIIMS, RISHIKESH students, faculty, staff and visiting faculties/guests.
43. The tenderer shall not keep the canteen 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.
44. The tenderer shall bring their own tools, Juice machine, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, cups, jugs, etc., in sufficient quantity as needed to maintain the canteen services, in addition to what is provided by AIIMS, RISHIKESH.
45. Any attempt at negotiation direct or indirect on the part of the tenderer with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.
46. The Institute requires Juice shop contractor to run Juice shop to cater for the needs of the students, staff, beneficiaries and visitors attending the Institute.
47. The Juice shop are also required to be extended during the examinations seminars, workshops, farewell tea, annual events and orientation courses etc.
48. To fix the menu in consultation with the canteen committee of the Institute from time to time.
49. To supply Juice/snacks as and when required.
50. Financial Bid:
- The contract will be awarded to the firm, who will quote the maximum license fee/Month.
  - **Bidder should quote license fee more than Rs. 1,00,000.00 (Excluding GST)**

**B: Legal Terms & Conditions:**

51. The Tenderer and his staff shall abide by various rules and regulations of AIIMS, RISHIKESH as prevalent from time to time.
52. The Tenderer shall comply with all existing labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Tenderer in respect of non-compliance of any Labour legislation in force during the validity of the contract, the Tenderer would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
53. The Tenderer shall submit to AIIMS, RISHIKESH a list of all workers engaged to carry out the catering work, indicating name, age, home address, qualifications, etc., and would also intimate as and when any change takes place. The Tenderer shall not at any time engage any minor to carry out the work under the contract.
54. The Tenderer shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
55. AIIMS, RISHIKESH would have the right to terminate the contract without 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 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 carry out the task.
56. 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.
57. 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 AIIMS, RISHIKESH, as and when necessary.
58. The Successful vendor shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of AIIMS, RISHIKESH.
59. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of **Juice shop** and other related documents including for complying with any statutory requirements and provisions of applicable laws.
60. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
61. 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 of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
62. **Dispute Settlement:** - It is mutually agreed that all differences and disputes arising out of or in connection with this

agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS, RISHIKESH whose decision shall be final and binding on both the parties.

**C: Payment Terms:**

63. Charges for the **food/drink items** provided on occasions as per the orders of AIIMS, RISHIKESH shall be paid on submission of bills.
64. The payment towards hospitality bills of AIIMS, RISHIKESH office shall be released on a monthly basis after scrutiny of authorization of supply and the prices claimed by tenderer. Any supply of **food/drink** items without proper authorization by the designated authority of AIIMS, RISHIKESH shall not be paid for. Electricity charges & monthly rent of space provided to the contractor shall be deducted from the monthly bills of the contractor or shall be paid by the contractor as per actual consumption on the prevailing rates of Uttarakhand Power Corporation Limited (UPCL)/CPWD norms.
65. The tenderer shall charge for beverage/bakery items etc., from student at prescribed rates in cash which is beyond the scope of contract for listed bonafide students availing catering services.
66. Similarly, as and when faculty/staff/visiting faculty avail canteen services, such charges should be collected by the tenderer directly, and the Institute shall not be responsible for the same.

**D: Qualifying Requirements:**

67. The firm must have valid food/drink license certificate issued on or before date of issuance of tender.
68. **The annual average turnover of services provided by the bidder should not be less than Rs. 20 Lakh during the last three years as per their audit books of accounts/Tax Returns.**
69. The Bidder shall have at least 3 years' experience of providing microwave/Coffee Shop/Ice-cream Parlour/Restaurants.
70. A firm having any suit/criminal case pending against its proprietor or any of its Directors (in case of Pvt. Ltd. Company) or having been earlier convicted for violation of PF/ESI/Minimum Wages Act or any other laws in force shall also not be eligible.
71. Bid should be complete and covering the entire scope of job and should confirm to the General and Special Conditions indicated in the bid documents. Incomplete and non-confirming bids will be rejected outright.
72. No Joint Venture/ Consortium are allowed to participate in the Tender Process.
73. Tenderer should submit an undertaking on firm's letter head in this regard.
74. List of the present contract with public and private hospitals.
75. Certificate for registration with income tax, sales tax, PF, ESI, and any authority applicable for the last three years.
76. **Authority of person signing documents:** 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 Director, AIIMS RISHIKESH may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

77. **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.
78. 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 tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
79. **Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.
80. **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 thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.
81. **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 cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, RISHIKES in that event the security deposit shall also stands forfeited.
82. **Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, RISHIKESH shall have the power to terminate the contract without any prior notice.
83. The AIIMS RISHIKESH, reserves the right to review the performance of the firm every three months or whenever a need arises, and also to terminate the contract at any point of time during the currency of the contract in case of performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the competent authority shall be binding on the contract firm. The AIIMS RISHIKESH further reserves the right to renew the contract the such period(s) as it may deem necessary, taking into account the satisfactory performance of the firm during the currency of the contract.
84. In case of pecuniary and material loss suffered by the Institute on account of negligence attributable to the Contractor or his employees, the AIIMS RISHIKESH will have the right to forfeit the Security Deposit falls short or found to be insufficient to the loss thus incurred by the Institute, the balance, as may be necessary shall be recovered from the contractual charges due to the contractor's firm. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration of the competent authority in this behalf.
85. The standard of sanitation will always be up to the satisfaction of the authorized representative or the officer-in-

charge whose decision in this regard shall be final and binding on the contractor.

86. The contractor shall supply to his workers all gadgets/articles required for safety purposes, such as gas masks, torch, safety belt, gas lantern etc. He may also maintain a First Aid Box to meet any emergency situation in respect of staff deputed by him.
87. The intending tenderers may mention the rates clearly in figures as well as in words in the enclosed format. The tenders not submitted in the specified manner or those found to be incomplete in any respect would be summarily rejected.
88. The work shall be carried out satisfactorily as per the directions of the competent authority of the AIIMS RISHIKESH. The Director in the AIIMS RISHIKESH reserves the right to impose a monetary penalty not exceeding 10% of the monthly contractual charges of the respective item, if he notices or it is brought to his notice any unsatisfactory cleaning, non-wearing of uniforms and gumboot by the employees deputed by the contractor firm.

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

89. Conditional bid will be treated as unresponsive and it may be rejected.

**90. Applicable Law:**

- 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.
- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in DEHRADUN & RISHIKESH, Uttarakhand, India only.
- 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. The decision of the Arbitrator shall be final and binding on both the parties.

**91. Hygiene & Other Standards for the staff provided by the Contractor:**

- Contractor shall be responsible for behaviour and conduct of his workers. No workman with doubtful integrity of having bad record shall be engaged by the contractor.
- Employees should be in proper uniform at time of work. Uniform provided to workers by contractor should be different and distinguish from other categories of Institute staff with name plate, badges, uniform should be approved by Director, AIIMS Rishikesh.
- The employees should be presentable in appearance i.e. well cut and groomed hair, properly combed, neat shaved etc.
- Contractor/service provider shall get medical examination and blood samples of the staff deployed to ensure that they are free from any contagious diseases and/or are fit for discharge of duties as are assigned to him/her. Medical certificate every six months shall be provided starting from date of start of work.
- Contractor shall provide its staff, a minimum of three sets of uniforms. The employees shall also display a photo identity card on their person clipped to the shirt at all times.
- Food License
- Hygiene of site and equipment
- Waste Management
- Storage of products

- Personal Hygiene
- Industrial dishwasher for used utensils
- Use of stainless steel for surface area for food supply and food preparation.
- Water Quality
- Cleaning and sanitation
- Records pertaining to machine cleaning, kiosk cleaning, site cleaning
- A managed approach to Professional Pest Control and safeguard
- Well maintained to food storage system
- Separate sinks for raw foods and ready-to-eat foods and another sink for the dishes
- Protective clothing, that they should keep hair tied back with a suitable head covering when preparing food, not wear watches or other jewellery and the best practices for handwashing
- Hand Hygiene as per International Standards
- Avoid spreading germs and bacteria due to health conditions

92. **Right of the AIIMS, Rishikesh:** - The AIIMS, Rishikesh reserves the right to suitably increase/reduce the scope of work put to this Tender. In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the contract Document, interpretation of the Clauses by the AIIMS, Rishikesh shall be final and bindings on all Parties.

93. **Force Majeure:** -

- (i) Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirement of this agreement is due to circumstances beyond the control of AIIMS or Successful vendor.
- (ii) If because of any strike or lockout either in AIIMS or in the Local area, the Successful vendor is unable to function or his business is affected, AIIMS shall not be liable for any loss, which the Successful vendor may suffer in such an event.

**Administrative Officer**  
**AIIMS Rishikesh**

**Annexure-I**

**Technical Bid**

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

Having read and accept all terms and conditions of tender document we submit the details for Juice shop 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 –CMHO	
10.	Details of the similar work which have done by the contractor or in under process (Please attach proof)	
11.	Please attach the copies of the Annul certificate and audited balance sheets for last three financial years.	
12.	Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- <u>in the format given in Annexure- A</u> that rate quoted by you to AIIMS Rishikesh is minimum rate for similar food/drink items provided by you across India. If you don't fulfil this criterion, your tender will be out rightly rejected.	
13.	Please submit a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- <u>in the format given in Annexure-B</u> 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.	
14.	Please declare that Proprietor /firm/company has never been blacklisted/debarred by any Organization. An oath certificate to this effect may be enclosed on Rs. 10/- notarised Indian Non Judicial stamp paper <u>in the format given in Annexure-C.</u>	
15.	Please submit a notarised affidavit for miscellaneous declaration on Indian Non Judicial stamp paper of Rs. 10/- <u>in the format as given in Annexure-D.</u>	
16.	Details of the FD/DD/TD/CD of Bid security (EMD)	
17.	Details of cost of Tender for Rs. 1180/- (i.e. Tender fee)	

**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-

Rate quoted by Proprietorship/Firm/Company/Agency to **AIIMS Rishikesh is minimum rate for similar food/drink items providing by the proprietor/Firm/Company/Agency across India.** If at any stage it is found that the firm (bidder) has quoted lower rates to any Govt./ Private Institute/Organization, bidder shall be liable to payback access value to AIIMS Rishikesh. AIIMS Rishikesh further reserves right to impose suitable penalty shall be made by AIIMS Rishikesh.

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: .....

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



**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-

**No criminal case is pending with the Police** against our Proprietorship/Firm/Company/Agency or any of its authorized signatories.

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: .....

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

**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-

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: .....

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

**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 authorised from Proprietorship/Firm/Company/Agency to make this Affidavit to bind such Proprietorship/Firm/Company/Agency.
2. All details/information/documents furnished by Proprietorship /Firm/ Company/Agency in bid document is true and correct.
3. Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of Tender.
4. Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dues have been paid as on date.
5. 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.

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 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 Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)*

**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:

**Annexure-II**

**List of Items**

- **Rate quoted for the below mentioned items should be minimum across India.**

<b>S.NO</b>	<b>Iteams</b>	<b>Price in Rs.</b>
1	Mausami/Orange/Pineapple/Mixed Juice[300ml]	30
2	Mausami/Orange/Pineapple/Mixed Juice[200ml]	20
3	Banana/Mango/Cheeku Shake [300ml]	30
4	Banana/Mango/Cheeku Shake [200ml]	20
5	Cream Roll	15
6	Veg patties	15
7	Paneer patties	15
8	Burger	20
9	Veg Sandwich (2 piece white/brown)	20
10	Paneer Kulcha	30
11	Muffin	15
12	Chilly Paneer Patties	20
13	Cold Drinks	10% on MRP
14	Ice-Creams	10% on MRP
15	Packed Chips	10% on MRP
16	Water (Packed)	20% on MRP

**Note: Any other Item will be approved by competent authority of AIIMS Rishikesh.**

**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**

**Financial Bid**

(Juice shop are proposed to be established at level 3, Block B, Hospital Administration, Kiosk 1)

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

Juice shop	Rental Charges (In rupees) Minimum Rent Rs. 1,00,000/- 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 qualifier 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 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: - .....  
Address: - .....  
Phone No: - .....  
Email: - .....  
Seal: - .....  
  
Place:-  
Date :-

**Annexure – IV**

**Proforma of Performance Bank Guarantee**

1. In consideration of the 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 Contract 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 his 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).
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 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 under this Guarantee shall stand discharged.

Dated the ..... day of ..... for .....

(Indicate the name of the Bank)