

# All India Institute of Medical Sciences

Veebhadra Marg, Pashulok, Rishikesh-249203



## Tender for Establishing of Sundries House in premises of AIIMS, Rishikesh

<b>Ref. No.</b>	<b>:</b>	<b>47/01/Sundries House/2019/RIS/ES-589</b>
<b>Publishing Date</b>	<b>:</b>	<b>24.01.2020 at 3:00 PM</b>
<b>Bid Submission Start Date</b>	<b>:</b>	<b>24.01.2020 at 3:00 PM</b>
<b>Last Date of Bid Submission</b>	<b>:</b>	<b>03.02.2020 at 3:00 PM</b>
<b>Bid Opening</b>	<b>:</b>	<b>04.02.2020 at 3PM</b>

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

**NOTICE INVITING TENDER**

**For**

**“Establishing SUNDRIES HOUSE in premises of AIIMS Rishikesh”,**

**Dated 24.01.2020**

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

**All India Institute of Medical Sciences (AIIMS), Rishikesh invites bids through E-Tender for setting up, operation and management of SUNDRIES HOUSE 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 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.**

## INSTRUCTIONS TO THE TENDERERS

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 establishing SUNDRIES HOUSE in premises of AIIMS Rishikesh.
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
3. The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0135-2462915.
4. 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.**

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/apporAIIMS>, 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 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 specifications or have any variation.

9. 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 hard 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.

10. 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.

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

The Superintending engineer Office, Hospital Block , Ground floor All India Institute of Medical Sciences, Rishikesh Virbhadra Marg Rishikesh Rishikesh-249203, Uttarakhand”.

**Terms and Conditions**

**A. General Conditions:**

1. **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.
2. **Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.1,80,000.00 (Rupees One lakh eighty thousand 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.
3. **Tender Fee:** Tender fee will be Non-refundable amount of Rs. 1,180/- (Rupees One thousand one hundred and Eighty only).
4. **Fixture of machinery, equipment’s, Period of Contract and other important features:** The contractor must invest himself in all the fixture machinery and equipment’s and well decorate the SUNDRIES HOUSE with AC and modern furniture, all Machinery, Counters (World Class). The contract period shall commence on the date of Commencement and shall remain for 30 years. The period is further extendable with mutual understanding on the same terms and conditions and the rates.
5. 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.
6. 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.
7. In case the successful tenderer declines the offer of contract, for whatsoever reason(s) his EMD will

be forfeited.

8. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor. **Performance Security: The successful tenderer will have to deposit a Bank Guarantee of @ 10 Lakhs Only 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 payable at RISHIKESH valid for 60 days beyond the expiry period of contract.**
9. The successful Tenderer will have to deposit the Bank Guarantee and commence the work within 21 days of acceptance of tender otherwise the contract may be cancelled and EMD will be forfeited.
10. 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.**
11. 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.
12. The Director, AIIMS, RISHIKESH reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
13. 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.
14. 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.

15. 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 Rishikesh and shall indemnify AIIMS Rishikesh 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.
16. The successful bidder/contractor will be required to enter into an Agreement/ Contract.
17. The timings and working days of the SUNDRIES HOUSE will be 24 hours.
18. The contractor shall display the list of items & rates in the premises.
19. The SUNDRIES HOUSE should be kept neat & clean and free of unhygienic conditions.
23. The responsibility of maintaining the cleanliness and hygienic condition of the SUNDRIES HOUSE s will be of the contractor, at his own cost and proper disposal of waste. In case of violation of this condition, SUNDRIES HOUSE Management Committee may have the right to impose a fine as per government Laws.
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 utensils, cooking gas, crockery, cutlery, glasses and other SUNDRIES HOUSE equipment. Disposable good quality paper made items for sundries 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 SUNDRIES HOUSE 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 SUNDRIES HOUSE.**
- 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.**
  - 3. The space shall be provided on payment of monthly rent. The designated area is approximate 300 square metres at Gate no 2 and two other counters of 100 sq. mtr. each near gate no 1 and Water will be provided by the Institute.**
- 30. The technically qualified Bidder who submits the 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.**
- 31. The conduct/characters/antecedents and proper bonfide of the workers in the SUNDRIES HOUSE 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 SUNDRIES HOUSE contract will be taken on the basis of prices quoted, feasibility and quality.**
- 35. Worker's identity cards will be compulsory before taking the charge of complementary SUNDRIES HOUSE services (SUNDRIES HOUSE ). Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.**
- 36. Electronic billing machine for token system will be necessary.**



37. **The tenderer shall be required to display the price list of all articles sold in the SUNDRIES HOUSE. The prices of the items sold in AIIMS, RISHIKESH SUNDRIES HOUSE shall not be more than the local market rate.**
38. **Tenderer shall not sell any cigarette, bidi, pan, alcohol etc. in the SUNDRIES HOUSE 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.**
39. **The Tenderer shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.**
39. **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.**
40. **The tenderer shall not keep the SUNDRIES HOUSE 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.**
41. **The tenderer shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the SUNDRIES HOUSE services, in addition to what is provided by AIIMS, RISHIKESH.**
42. **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 endeavor 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 SUNDRIES HOUSE contractor(s) to run SUNDRIES HOUSE at Residential Campus/ Medical College/ Hospital Complex of AIIMS Rishikesh (Additional Place may be allot separately) on subsidized rates as fixed by the Institute to cater for the needs of the students, staff, beneficiaries and visitors attending the Institute. 4 center of allotment will be in different places in aiims and whoever has the full license of his government can sell anything.**
47. **The SUNDRIES HOUSE are also required to be extended during the examinations seminars, workshops, farewell tea, annual events and orientation courses etc.**

**48. 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. 35,000.00 (Excluding GST)**

**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 SUNDRIES HOUSE 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.**

56. 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.
57. 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.
58. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of SUNDRIES HOUSE and other related documents including for complying with any statutory requirements and provisions of applicable laws.
59. 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.
60. **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 mutual understanding whose decision shall be final and binding on both the parties.

**C: Payment Terms:**

61. 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 items without proper authorization by the designated authority of AIIMS, RISHIKESH shall not be paid for.
62. Similarly, as and when faculty/staff/visiting faculty avail SUNDRIES HOUSE /mess 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 shall have/ or shall apply valid food license certificate after award of the contract immediately.
68. **The annual average turnover of services provided by the bidder should not be less than Rs. 20 Crore during the last three years as per their audit books of accounts/Tax Returns. Startup firms exempted from annual turnover clause.**
69. The Bidder shall have at least 5 years' experience of providing SUNDRIES HOUSE.
70. The bidder should have minimum 5 Outlets in all over India. Startup firms exempted from this clause.
71. 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.
72. 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.
73. No Joint Venture/ Consortium is allowed to participate in the Tender Process.
74. Tenderer should submit an undertaking on firm's letter head in this regard.
75. List of the present contract with public and private hospitals if any.
76. Certificate for registration with income tax, sales tax, PF, ESI, and any authority applicable for the last three years. Startup firm only need to submit Pan number, Startup registration certificate and GST certificate all other exempted, ESI and PF registration need to register after awarding the contract if employs more than the ESI PF laws.
77. 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.
78. 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.
79. 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.
80. 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.

81. **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.
82. **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 thereof and nothing will be payable by AIIMS, RISHIKESH in that event the security deposit shall also stands forfeited.
83. **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.
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 4% 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.

89. 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 rates as mutually decided by competent authority of AIIMS Rishikesh.
90. Conditional bid will be treated as unresponsive and it may be rejected.

92. **Applicable Law:**

- a. 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.
- b. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in DEHRADUN & RISHIKESH, Uttarakhand, India only.
- c. 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.

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

- a. The contractor shall be responsible for behavior and conduct of his workers. No workman with doubtful integrity of having bad record shall be engaged by the contractor.
- b. The employees should be in proper uniform at the time of work. The uniform provided to the workers by the contractor should be different and distinguish from other categories of the Institute staff with name plate & badges.
- c. The employees should be presentable in appearance i.e. well cut and groomed hair, properly combed, neat shaved etc.
- d. Contractor/service provider shall get medical examination 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 the date of start of work.
- e. The Contractor shall provide its staff, a minimum of two sets of uniforms. The employees shall also display a photo identity card on their person clipped to the shirt at all times.

94. **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.

**95. 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.**

**Superintending Engineer  
AIIMS Rishikesh**

**Technical Bid****(Documents to be attached in the “Technical Bid”)****(In Separate sealed- Cover-I subscribed with “Technical Bid” for SUNDRIES HOUSE)****Having read and accept all terms and conditions of tender document we submit the details for SUNDRIES HOUSE 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/SUNDRIES HOUSE Services (Mention) / SUNDRIES HOUSE 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 No. Attested by gazette officer with photo of owner (Please attach copy).	
8	TIN Number	
9	Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency	
10	Whether the signature on each page has been made by the of bidder or not.	
11	Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	
12	Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof.	
13	Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in last one year. If you don't fulfil this criteria, your tender will be out rightly rejected.	
14	Self-Attested photocopy of the Ownership Document, in case of firm a Partnership Deed and Registration Certificate under Companies Act along with memorandum of association etc. as the case may be.	
15	Affidavit to the effect that the firm/individual will submit concurrent certificate of only one shop at a time from the AIIMS for running the	



	trade mentioned in this tender	
16	ISO Certificate attested by Gazetted officer	
17	Character certificate of Prop./Director on Rs.100/- stamp paper	
18	Performance certificate from CA	
19	Turnover	
	a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (Attach copy of annual average turnover which should not be less than 20 crores duly certified by the Chartered Accountant)	
	b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.	
	c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover.	
	d. Start-ups may submit its Start-up Registration for consideration (Relaxation in turnover can be considered as the case may be, subject to fulfilment of other conditions. However, it will not mandatory)	
20	Details of the similar work which have done by the contractor or in under process (Please attach proof)	
21	Please attach the copies of the Annual certificate and audited balance sheets for last three financial years. Turnover 20 Crore.	
22	Please submit a 16otarized affidavit on Indian Non Judicial stamp paper of Rs. 10/- in the format aiven in Annexure-A 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.	
23	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/- 16otarized Indian Non Judicial stamp paper in the format given in Annexure-B.	
24	Please submit a 16otarized affidavit for miscellaneous declaration on Indian Non Judicial stamp paper of Rs. 10/- in the format as given in Annexure-C.	
25	Details of the FD/DD/TD/CD of Bid security (EMD)	
26	Details of cost of Tender for Rs. 1180/- (i.e. Tender fee)	
27	Proof of Minimum 100 Outlets	

**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)

**Annexure- B**

**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:

**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: -.....**

**Annexure- Financial Bid**

Monthly Rental Charges (in Rs)	In figures	
	in Words	

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. **Designated SUNDRIES HOUSE area near gate no.1 & 2 .**

**The bidders are required to quote rent for the designated area.**

**Note:**

**After due evaluation of the bid(s) Institute will award the contract to the highest evaluated responsive tenderer.**

**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 - Performa 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 SUNDRIES HOUSE 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 not withstanding any disputer 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 Superintending Engineer, 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)