

TENDER

FOR

Providing Canteen Services Near Gate No. 3 at AIIMS Rishikesh.

Tender No.: 01/ENGG/Estate/AIIMS/2022-23



All India Institute of Medical Sciences Rishikesh 249202 Uttarakhand India. Office of

Superintending Engineer AIIMS Rishikesh. Tel No. 0135-2462986,

Email: - estate@aiimsrishikesh.edu.in

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING
PART OF NIT AND TO BE UPLOADED ON WEBSITE**

Estate Officer on behalf of Director AIIMS Rishikesh invites Tenders in Two Bids (Technical & Financial) from interested and eligible service providers for “Running of canteen services for a period of 05 years at AIIMS Rishikesh” having requisite experience as mentioned hereunder.

S.no	NIT No.	Name of work & Location	Tender Fees	Reserved price	Earnest Money (Rs.)	Stipulated Period	Tender filling start date.	Date & time of Pre Bid Meeting /Seeking of clarification online	Last date of online submission of bid,	Last date of physical submission of Earnest Money Deposit (EMD)	Date & time of opening of bid
1	2	3	4	5	6	7	8	9	10		11
1	01/ENGG/Estate/AIIMS/2022-23	Providing Canteen Services Near Gate No. 3 at AIIMS Rishikesh	Nil	Rs. 50,000 per month + GST	Rs. 2,00,000/-	05 years	As per CPPP	As per CPPP	As per CPPP	Upto one day after last date & time of submission of bid	As per CPPP

1. Last date of physical submission of EMD is not applicable for the bidder who deposited EMD online in the Institute account. Bidder may deposit EMD in the following account number of the Institute: -

Account Number: 6189000100021125

Bank Name: Punjab National Bank

Branch Name: Barrage const. Div., Pashulok, Rishikesh (Dehradun)

IFSC Code: PUNB0618900

Details/receipt of EMD deposited online should be uploaded on CPPP portal.

2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.aiimsrishikesh.edu.in & CPPP portal.
4. Technical bids submitted by the bidder shall be opened first and evaluated for fulfilling the Pre-qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer
5. Those contractors are not registered on the CPPP portal mentioned above, are requested to get registered beforehand.
6. All the bidder(s) should upload eligibility documents in the form of PDF only. The highest quoted bidder shall have to produce original documents in the office of the Estate Officer within 7 days of open of price bid.
7. Contractor must ensure to quote rate in the prescribed columns meant for quoting rate in figures.

8. The contractor should quote the rate of item including of GST as per statutory rules.
9. (i) The bidder shall pay the respective amount of Bid Security (EMD) as mentioned in table by Demand Draft/Fixed Deposit/Term Deposit in favor of "AIIMS, Rishikesh" drawn on any Nationalized Bank/ Scheduled Bank and payable at AIIMS Rishikesh and must be valid for 1 month. The EMD shall be scanned or uploaded to the CPPP Portal website within period of bid submission. The original EMD should be deposited in the office of Estate Officer Upto one day after last date & time of submission of bid. EMD receiving authority shall issue receipt of deposition to the bidder in prescribed format. Bid received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage.
(ii). Earnest Money deposited with AIIMS, Rishikesh in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer shall not be considered against this tender.
(iii). The EMD shall be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.
10. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract with successful bidder.
11. The successful bidders have to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within fifteen (15) days from the date of award of this tender in his favour and also required to furnish the security deposit @ 3% against performance guarantee of contract value in the form of Fixed Deposit/Bank Guarantee/Term Deposit from any Nationalized/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited automatically without any notice to contractor and award of tender in Contractor favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted shall also be required to furnish either copy of applicable license / registration etc.
12. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 180 (One Hundred Eighty) days from the last date of submission of bid and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdraw at any stage shall cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the AIIMS shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
13. The annual average turnover of services provided by the bidder should not be less than **Rs. 2 Crore** during the last three years as per their audit books of accounts/Tax Returns.
14. The Bidder must presently be providing services in minimum three government department/ Private or Public sector/Hospital Having own similar kind of business.

15. List of self-attested Documents to be scanned and uploaded on the CPPP portal linked with the particular tender within the period of bid submission failing which the bid of the tenderer shall be rejected-

- a. A copy of GST registration number with copy of GST return filled in the last quarter.
- b. A certified copy of the last three years Annual Turnover certified by Chartered Accountant.
- c. Copy of PAN number of the firm.
- d. The firm should submit the registration certificate with the State/ Central Government under the shop & establishment act.
- e. Copy of Aadhar Card of the proprietor/Authorized person of the firm issued by the Govt. of India.
- f. Original EMD amount of Rs. 2,00,000/- in the shape of Demand Draft/Fixed Deposit/Term Deposit in favour of Director, AIIMS Rishikesh (**Submission of EMD is compulsory for all bidder**).
- g. The firm must have valid FSSAI license and ISO 22000:2018 certificate issued prior to date of publishing of tender.
- h. Copy of experience certificate of providing services in minimum three governments department/Private or Public sector/hospital having own similar kind of business in prescribed Performa attached at Annexure-C.
- i. As per guidelines laid down by GOI, the exemptions will be applicable to the MSME's, SME, NSIC & startup registered agencies only after producing the valid certificates issued by the respective ministries.

16. Only Authorized signatory shall be permitted to sign any type of documents.

17. If uploaded scanned documents/tender form are not readable or not downloaded successfully from CPPP Portal, due to any technical error/corrupt files then AIIMS Rishikesh shall not be liable.

Note: Offer without copies of the above-mentioned documents shall be summarily liable for rejection.

NOTICE INVITING TENDER

For

“Providing Canteen Services near Gate no.3 at AIIMS RISHIKESH”

Dated-08.04.2023

1. **Bids shall be submitted online mode only in Two Bid system (Technical Bid and Financial Bid) before the last date of bid submission at CPPP portal.**
2. The tender of the highest bidder shall be accepted.
3. The complete bidding process is through CPPP. For any assistance, if required bidder may contact to the helpdesk at 0135-2462986.
4. Any future clarification and/or corrigendum(s) shall be communicated by AIIMS, Rishikesh on CPPP portal only .The bidders are required to regularly check the portal to know about any/all such corrigendum(s) as only those bids, taking care of such corrigendum(s) shall be considered for finalization of the tender.
5. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying with all specification or have any variation.
6. The pre bid conference would be held on ***the date and time mentioned as on CPPP portal in the O/o Estate officer, 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.
7. 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.
8. 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.

- 9.** The successful bidders have to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within fifteen (15) days from the date of award of this tender in his favour and also required to furnish the security deposit @ 3% against performance guarantee of contract value in the form of Fixed Deposit/Bank Guarantee/Term Deposit from any Nationalized/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited automatically without any notice to contractor and award of tender in Contractor favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted shall also be required to furnish either copy of applicable licensee / registration etc.
- 10.** The PBG shall be forfeited if successful bidder fails to provide services in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.
- 11.** The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 180 (One Hundred Eighty) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained.
- 12.** To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for Clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
- 13.** After evaluation, the contract shall be awarded normally to the Agency fulfilling all the conditions of the contract and who has quoted the highest rate as per financial bid in addition to compliance with all the Laws / provisions stated / referred to for adherence in the tender.
- 14.** The competent authority of AIIMS, Rishikesh reserves all rights to accept or reject any/ all bids without assigning any reason. It can also impose/relax any administrative term and condition/specifications of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown at the CPPP portal. No representation will be

considered after pre-bid meeting and **bidders may ensure its queries only in pre-bid meeting**. AIIMS, Rishikesh also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

15. Bids must be submitted in the prescribed Format on CPPP portal only otherwise bids will be rejected straightway.
16. The bids are not transferable.
17. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their bids rejected outrightly.
18. It is required by all concerned, namely the Bidders/Suppliers, as the case may be to observe highest standard of ethics during the procurement and execution of this Tender.
19. It must be mentioned clearly whether bidder is a sole Services provider/sole agent for the items for which he is quoting.
20. The bidders is advised to visit the site before participating in the tender. The tenderer should assess the volume of business by him. The Institute will not guarantee any minimum/ maximum business
21. **Eligibility Criteria:**

The bidder has to submit the following documents alongwith the bid, failing which their bid shall be rejected. The bidder should submit the following document with the bid: -

- a. A copy of GST registration number with copy of GST return filled in the last quarter.
- b. A certified copy of the last three years Annual Turnover certified by Chartered Accountant.
- c. Copy of PAN number of the firm.
- d. The firm should submit the registration certificate with the State/ Central Government under the shop & establishment act.
- e. Copy of Aadhar Card of the proprietor/Authorized person of the firm issued by the Govt. of India.

- f. Original EMD amount of Rs. 2,00,000/- in the shape of Demand Draft/Fixed Deposit/Term Deposit in favour of Director, AIIMS Rishikesh **(Submission of EMD is compulsory for all bidder).**
- g. The firm must have valid FSSAI license and ISO 22000:2018 certificate issued prior to date of publishing of tender.
- h. Copy of experience certificate of providing services in minimum three government department/Private sector/hospital having own similar kind of business in prescribed Performa attached at Annexure-C.
- i. As per guidelines laid down by GOI, all the exemptions will be applicable to the MSME's, SME's, NSIC's & startup's registered agencies only after producing the valid certificates issued by the respective ministries.

GENERAL TERMS & CONDITIONS

1. The bidder shall be provided maximum 100.00 sqm area for kitchen, dining space near gate no.3 or any other space decided by the competent authority.
2. Bidder may visit the designated area at AIIMS Rishikesh before quoting License fee of the prescribed area at pre-bid meeting.
3. Open area for canteen services will be provided as & where available and the bidder has to build their own Temporary structure within the allocated space with the prior approval of the Institute on his own expenses & no reimbursement etc. on account of this shall be made to the bidder.
4. The successful bidder needs to make prior approval of drawings before establishment of temporary structure for canteen services. Anything used to establish temporary structure will be the property of AIIMS Rishikesh after completion/termination of contract.
5. Electricity & water Charges shall be paid by the Service provider as per actual consumption at prevailing rates of Uttarakhand Power Corporation Ltd.(UPCL) & water supply department of Uttarakhand government or at such higher rates as may be decided by the Institute from time to time and institute shall install a separate sub-meter at the cost of service provider to ascertain actual electricity and water charges. The Institute shall provide single point supply near to the space & bidder has to make their own provision of electricity & water etc. beyond that point.
6. That encroachment other than allocated area is not allowed and will attract penalty @ Rs. 1000 per incidence per day.

7. That the service shall be provided round the clock (24x7x365) or as may be stipulated by Institute. Any closure must be done with approval of competent authority of the institute and proper prior notification among the residents of the campus, AIIMS Rishikesh. Non-compliance shall attract a penalty as per tender documents.
8. The Institute shall not be responsible for the payment of any bill due against any member of the Staff, employee and students etc. A notice to that effect shall be prominently displayed on the designated area.
9. During the period of services, if the area is required by the Institute due to any reason, the agreement can be cancelled without assigning any reason and the service provider shall have to vacate the area within 3 months' time after issue of notice by the Institute. In case of such an eventuality, no compensation shall be paid to the bidder. Any unauthorized occupancy will invoke a fee of Rs. 10,000/- per day in addition to agreed monthly charges.
10. The service provider is not permitted to transfer or sublet the area or any part of the designated area. In case the service provider is found to sublet the services then the agreement will be cancelled immediately with a penalty.
11. The service provider shall arrange its own fixtures, furniture, refrigerators, partition, shelves, etc. inside the designated area and locations.
12. The Institute shall be entitled to recover any outstanding dues including penalty/fine, instalment and other due from security deposit of the service provider.
13. No additional sitting space shall be allowed all around the canteen space without the prior written approval of Competent Authority, AIIMS Rishikesh.
14. This is purely a service contract (non-exclusive) to run and manage a Canteen service inside institute and nothing in this tender shall confer any tenancy or other rights to service Provider to continue possession of designated place inside AIIMS Rishikesh under any law.

Special Terms & Conditions

1. Prices:
 - M.R.P Product – Product should not be sold above M.R.P. mentioned on the product
 - Non M.R.P Product – Product should not be sold above the rates approved by the Institute as provided in “List of Items”.
 - Rate Lists have to be displayed at some conspicuous part of designated area.

- Fixed menu rates shall be revised based on consumer price index issued by Government of India (The National Statistical Office (NSO), Ministry of Statistics and Programme Implementation (MoSPI)) on yearly basis with the approval of Institute authorities with subject to the maximum limit of 5% whichever is minimum.
2. Over charging of rates strictly prohibited. In case of default, his agreement will be cancelled.
 3. Service Provider undertakes to provide unadulterated food items at price list agreed in Annexure of Tender Document.
 4. The bidder shall have to get FSSAI license before start of selling of cooked food & get it renewed whenever due for renewal.
 5. Service Provider will be responsible for maintaining adequate number of persons who are to be engaged in cooking, distribution of food items and disposal of garbage outside the campus and left over Food items at their own cost to ensure desired level of services and hygiene etc.
 6. Only assigned activity/service will be carried out under this contract. Any activity other than permitted may attract termination of the contract by the Institute by giving an immediate notice.
 7. Service Provider shall be responsible for all hygiene and other standards of the staff deployed by Service Provider in Canteen Shop at AIIMS Rishikesh and shall have to comply with all the hygiene terms as mentioned in tender document.
 8. The bidder shall be responsible for any default or penalty imposed by the local authority for any kind of laps on the part of bidder pertaining to quality, quantity and any other issues related to the services.
 9. The Institute will not be responsible for any lapses on the part of bidder & the bidder shall solely be responsible if any person gets sick or causality because of adulterated food or selling of any item by the bidder.
 10. The articles/ items sold/ stored for sale in the designated area shall be of good quality, if anything of sub-standard quality / expired items or unwholesome quality found, Competent Authority or any other officer authorized by him on his behalf may seize the whole stock or part thereof and authorized to disposed off same in addition to imposition of a penalty as per this tender document.
 11. To regulate price and quality, regular monitoring and supervision shall be made any time by an officer/official so authorized by the competent authority and submit the report of the irregularities, if any, to the office for necessary action by the committee, or authorized officer by the competent authority.

12. In case of any default, complaint or deterioration of requisite quality of items, the service provider shall be liable to pay reasonable penalty levied by the institute and shall deposit the penal amount as per direction of the institute. Decision of competent authority will be full and final.
13. **The sale, storage or stock, deposit of Narcotics, tobacco, alcohol and other contraband & dangerous goods/materials in any form is strictly prohibited in the designated area. Further, smoking and consumption of Alcohol/intoxicants in the designated area are strictly prohibited. No inflammable material is to be stored or kept in the designated premises.**
14. The agency will get antecedent, character and conduct verified and to submit a copy of police verification to Institute before engaging any employee.
15. No child labour shall be employed by the service provider in any case.
16. 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.
17. Service Provider shall keep AIIMS Rishikesh informed about contact details of its representative at AIIMS Rishikesh including name, mobile number, email id and address who can be contacted any time as and when need arises.
18. The service provider shall be responsible for the repair of designated area required, if any, during the contract period.
19. If service provider wants to withdraw from his engagement before completion of tenure, then the firm must provide three-month notice before termination of contract.
20. The service provider shall be responsible to make all arrangements to ensure with regard to the safe custody. The Institute shall not be responsible for any damage, loss or theft in designated premises, if any
21. Additional specific condition may be imposed by the Institute whenever considered necessary and appropriate. The same shall be intimated to the service provider in due course.

22. The service provider shall strictly observe and instructions issued by the Institute from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of Agreement, the agreement can be cancelled by the institute at its sole discretion & without assigning any reason and security amount will stand forfeited.

23. In addition to what has been provided in tender document, AIIMS Rishikesh reserves all right to impose following penalties (based on their severity) on recommendation of a Committee (constituted in this behalf):

LEVEL OF COMPLAINT	TYPE OF COMPLAINT	FINE/PENALTY FOR FIRST OCCURENCE
Level I	<ul style="list-style-type: none"> Poor presentation of Food item / food takeaway packets / tray, leaking of casseroles etc. 	Rs. 500/-
Level II	<ul style="list-style-type: none"> Discourteous service / talking in harsh tone with Customer Personal Hygiene of Food item maker / waiter is bad such as torn and unwashed uniforms, untrimmed nails, non-wearing of cap / apron/shoes/ name badge etc. Unhygienic handling of food item. Hair found in food item Less weight/quantity of food item 	Rs. 1,000/-
Level III	<ul style="list-style-type: none"> Foreign inert particles such as wood, metal, plastic etc found in food item Stale food item served Sale of unapproved brand of items and & PDW (Packaged Drinking Water). 	Rs. 2,000/-
Level IV	<ul style="list-style-type: none"> Insect found in food/food item such as flies / worms/ cockroaches/ ants etc Use of Abusive language with the customer. Non issuance of Bill in spite of demand Overcharging. Complaints of sickness after consumption of food item. Unauthorized closure of canteen 	Rs.5,000/- Second occurrence within 3 months Rs. 15,000/-
Level V	<ul style="list-style-type: none"> Man-handling the customer Lizard, mouse etc. found in food Proven case of food poisoning causing hospitalization of customer/s attributable to consumption of food item served at canteen shop. 	Minimum Rs.25,000/- Maximum Cancellation of tender license

Note:-

- AIIMS Rishikesh will assign the level for any other complaint received but not defined above. No representation on level assigned by AIIMS Rishikesh will be entertained.
- In case of receipt of certain level of complaint again within 6 months, the fine of next higher level will be levied.

24. License Fees and Security Deposit

- (i) Designated area for running of services will be allotted on highest quoted bid subject to an annual increase in the License fee @ 5% every year after 02 years of initial contract, over and above the License fee charged in the preceding year.
- (ii) The agreement shall be made only on highest license fees basis. However, before the occupation of the designated area, the service provider after getting the letter of award shall have to submit the following:
 - a) Security deposit as prescribed in rules will have to be deposited in advance before occupation.
 - b) Security deposit will be refunded on successful completion of the tenure of contract.
 - c) Execute agreement in the prescribed Performa on stamped paper worth Rs. 100/-.
- (iii) All formalities in respect of designated area like signing inventory of fixtures (electrical and civil), etc. shall be completed by the service provider within week during working days.
- (iv) Any breach in the terms and conditions of the contract between the Institute and service provider will provide an opportunity to the Institute to cancel the contract without assigning any reason whatsoever and forfeiting full or part of the Security/PBG as penalty.
- (v) Usage charges of the designated premises shall be paid between 1st to 7th day of every month failing to with penalty of Rs. 500/- per day shall be impose after delayed period.

25. ACCEPTANCE OF LETTER OF AWARD:

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

26. MAINTENANCE OF AREA:

- I. The service provider, shall maintain the designated area to the satisfaction of the Institute or any other official nominated by the Director to ensure proper maintenance of the canteen.
- II. The service provider shall allow the maintenance staff authorized by the Institute to have access to the designated area at all reasonable hours for inspection.

- III. Service provider or its staff shall not grow any trees, shrubs or plants contrary to the instructions issued by the institute nor cut or lop off any existing trees or shrubs growing in any garden, courtyard or compound attached to the canteen except with the prior written permission of the appropriate authority.
- IV. Service provider shall ensure that it and its staff do not cause any inconvenience to patients, attenders, residents & neighbours by their conduct.
- V. The service provider shall not undertake any structural change or alternation without written permission from the appropriate authority of the Institute.

27. DAMAGES/ THEFTS:

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

28. FORCE MAJEURE:

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

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

30. Dispute Resolution & Jurisdiction:

- I. 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.

- II. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand India only.
- III. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the DDA will lie to the Director, AIIMS Rishikesh and his decision shall be final and binding upon both the parties.

31. **INTERPRATATION AND RESIDUAL MATTERS:**

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

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

(Signature & Stamp of the bidder)

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

Technical Bid**(Documents to be attached in the “Technical Bid”)**

Having read and accept all terms and conditions of tender document we submit the details for Canteen Services near Gate no.3 at AIIMS Rishikesh as follows:

1.	A copy of GST registration number with copy of GST return filled in the last quarter.	
2.	A certified copy of the last three years Annual Turnover certified by Chartered Accountant.	
3.	Copy of PAN number of the Firm.	
4	The firm should submit the registration certificate with the State/ Central Government under the shop & establishment act.	
5	Copy of Aadhar Card of the proprietor /Authorized person of the firm issued by the Govt. of India.	
6	Original EMD amount of Rs. 2,00,000/- in the shape of Demand Draft/Fixed Deposit/Term Deposit in favour of Director, AIIMS Rishikesh (Submission of EMD is compulsory for all bidder).	
7	Copy of valid FSSAI license and ISO 22000:2018 certificates issued prior to date of publishing of tender.	
8	Copy of experience certificate providing services in minimum three government department /Private sector/hospital having own similar kind of business in prescribed Performa attached at Annexure-C.	

Annexure-II**List of items**

(To be submitted on the letterhead of the company / firm)

S.No	Item Name	Price in Rs.
Thali		
1.	Veg. thali/Special Thali Two roti, Dal, Sabzi, Rice and curd in special thali paneer sabzi be also provided.	50.00/60.00
Vegetable dishes [200 gm]		
2.	Green Vegetable	15.00
3.	Seasonal vegetable	12.00
4.	One Paneer Dish	30.00
5.	Dal	15.00
6.	Dahi [100 gm]	On MRP
7.	Raita [100 gm]	15.00
8.	Roti	5.00
Breakfast		
9.	Aloo Paratha (7inches diameter)	15.00
10.	Onion Paratha (7inches diameter)	15.00
11.	Gobi Paratha (7inches diameter)	25.00
12.	Puri with Aaloo Tamatar Sabji (4 Pcs)	25.00
13.	Butter toast (2 pc)	15.00
14.	Jam toast (2 pc)	15.00
15.	Veg/Aloo Sandwich [80 gm]	20.00
16.	Egg Omlete (2 Egg)	25.00
17.	Boil Egg	8.00
18.	Bread Omlet (2 Egg)	30.00
19.	Tea [150 ml]	10.00
20.	Milk (Toned - 200ml)	15.00
21.	Coffee	15.00
22.	Cholle Bhature [two]	30.00
23.	Maggi (to be fit completely in 250ml bowl)	30.00
24.	Poha Plate (150 gm)	20.00
Evening Snacks		
25.	Samosa	10.00
26.	Bread Pakora	15.00
27.	Bread Roll	10.00
28.	Veg Pakora (Per Plate)	20.00
29.	Mix Pakora (Per Plate)	25.00
30.	Cold Coffee	40.00
31.	Lassi	On MRP
32.	Lime Water	10.00
33.	Milk Shake	On MRP
34.	Veg patties [80 gm]	15.00
35.	Poha	20.00

Others		
36.	Packed Juice	MRP
37.	Chocolates	
38.	Cold Drinks (all brands & sizes available in the market)	
39.	Ice Cream (Amul, Vadilal, Havmor)	
40.	Biscuits & other packed foods (Branded)	
41.	Fruit Juices (packed)	
42.	Packaged Drinking Water (Bisleri, Aquafina, Kinley)	

Declaration by the Bidders:

This is 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:-

NOTARISED AFFIDAVIT

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

TENDER NO.

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

1. Undersigned is fully competent and authorized from Proprietorship/Firm/Company/Agency to make this Affidavit to bind such Proprietorship/Firm/Company/Agency.
 - a. All details/information/documents furnished by Proprietorship /Firm/ Company/Agency in bid document is true and correct.
 - b. Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of Tender.
 - c. Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dues have been paid as on date.
 - d. Proprietorship/Firm/Company/Agency hereby agrees and fully understands that notwithstanding anything contrary contained in Tender document and without prejudice to any of the rights or remedies of AIIMS Rishikesh, AIIMS Rishikesh shall be entitled in its sole discretion to determine that a bidder is to be disqualified at any stage of the process and its participation in Tender process and/or its Technical Proposal and/or Financial Bid dropped from further consideration for any reasons.
2. I have never involved in any adulteration of food and drugs. No case ever been booked by any Government Agency/ FDA against any firm in which I was proprietor/partner.
3. No criminal case is pending with the Police.
4. Proprietorship/Firm/Company/Agency has never been **blacklisted/ debarred** by any organization.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

Undertaking

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

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by AIIMS Rishikesh in addition to execution of a Contract as pre-condition for obtaining the supply orders.

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the AIIMS Rishikesh immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

4. I/We undertake that the information given in this tender are true and correct in all respect and
I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

Financial Bid

**(To be submitted in BoQ Only in hard copy)
(Bidders are required to quote License fee of the designated area)**

S.No.	Description	Monthly License Fee Amount
1.	Providing Canteen Services near Gate no. 3 at AIIMS Rishikesh	

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

Note:

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

Declaration by the Bidders: This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by them.

Name: -

Phone No: -

Email: -

Seal: -

Address: -

TO WHOM IT MAY CONCERNED

(To be submitted on the letterhead of the institute / firm issuing this certificate)

This is to certify that M/S has provided canteen services in this institute/firm with the following remarks:

1. M/S has submitted License fee regularly within stipulated time.
2. The canteen services provided by M/S has been satisfactory in terms of quality, quantity, taste and hygiene, etc.
3. M/S has been provided canteen services to minimum 1000 people in this institute/firm.

Overall grading of the canteen services provided by M/S..... is:

1. Excellent ()
2. Satisfactory ()
3. Average ()
4. Not Good ()

Signature & Seal:

Name:

Designation:

Department:

Date:

Place: