



Tender No: 244 AIIMS Bhopal/Store/MC-Canteen/2016-17/01 Dated: 04.06.2016

**Tender for Canteen within the Premises of  
All India Institute of Medical Sciences, Bhopal**

**NOTICE INVITING TENDER**

Sealed Tenders are invited from persons/firms/agencies having proven experience and ability in preparation running and serving a Canteen on Contract basis in the All India Institute of Medical Sciences Saket Nagar, Bhopal. The Contract shall be valid initially for a period of twelve (12) months renewable subsequently for a period to be decided by the AIIMS authority on satisfactory performance to be judged by the College Authority.

The Terms and Conditions and other related aspects are outlined in the Tender Document.

The Tender Document is made available on the Website of All India Institute of Medical Sciences, Bhopal 462020. ([www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in)) w.e.f. 04.06.2016

Cost of Tender Document	Rs.500/- (Five Hundred only) in the form of DD drawn in favour of the Director AIIMS, payable at Bhopal (1st DD)
Earnest Money Deposit	Rs. 14,000/- (Fourteen Thousand) only in the form of a demand draft/FDR/BG drawn in favour of The Director, All India of Medical Sciences, payable at Bhopal. (2nd DD)
Start Date for Sale of Tender :	04.06.2016; 10.00 to 17.00 Hrs. on each working day
Last Date for Sale of Tender :	03.07.2016; 10.00 to 17.00 Hrs. on each working day
Date, Time & Venue for Pre Bid Conference:	14.06.2016; at 03.00 PM. at 1 <sup>st</sup> Floor, Board Room, Medical College, AIIMS Bhopal, Saket Nagar Bhopal.
Last Date for Submission of Tender:	04.07.2016 Up to 02.00 PM
Date for Opening of Technical Bid:	04.07.2016 at 03.00 PM

**Dy. Director(Admin)**



## **Tender for Opening Medical College Canteen within the Premises of**

### **All India Institute of Medical Sciences, Bhopal**

#### **Description of the Tender**

It is proposed to have a Canteen which showcases the best of cuisines (traditional / Chinese / continental), with a contemporary interpretation understanding their nutritive values and, where appropriate, giving them a twist to make them healthier or more delicious. High standards of hygiene, presentation and services are expected.

#### **NOTE:**

1. The document contains 01 to 26 Pages.
2. The entire documents should be duly filled in and submitted in original.
3. All pages should be signed by the Applicant under seal.
4. All information to be written legibly. Where figures are furnished, these are to be written in words also, within brackets.
5. Attach separate sheets wherever necessary but without any deviation in terms and conditions.



## 1. Key Terms

Following words and terms used in this document shall, unless the context requires otherwise, have the following meaning:

- a) 'Tender' or 'Bid' means the formal offer for Opening Canteen within the Premises of AIIMS Medical College, Bhopal.
- b) "AIIMS" means All India Institute of Medical Sciences, Bhopal.
- c) 'Applicant' or 'Tenderer' or 'Bidder' means the person submitting the Tender pursuant to this Notice Inviting Tender.
- d) 'Canteen' means the Canteen to be setup in premises of AIIMS of medical college AIIMS, Bhopal
- e) Director means the Director of the AIIMS Bhopal.
- f) "Contract Agreement" means the agreement to be executed between the Successful vendor and AIIMS for award of contract to the Successful vendor to operate the Canteen.
- g) "Successful vendor " or "Agency' means the individual/agency selected for award of Contract to operate the Canteen.
- h) "Premises' means the specified location of medical college building situated in the AIIMS Campus.
- i) "Term" means the term commencing from the Commencement Date, until the termination of the contract awarded to the Successful vendor to operate the Canteen/Canteen.

## 2. Terms and Conditions

- (a) Terms and Conditions for submission of the tender
  - (i) No Tenderer shall be a close relative of any employee of AIIMS Bhopal, nor shall any Tenderer be associated with an employee of AIIMS or their close relatives as proprietor / partner / share holder / director and the like.
  - (ii) The successful Tenderer shall be required to enter into a contract Agreement with AIIMS Bhopal, governing the Terms and Conditions of the contract on Rs. 100/- of non-judicial stamp paper. Cost to be borne by the Tenderer.
  - (iii) The Tender should accompany a demand draft of Rs. 14,000/- (Fourteen Thousand) in favour of the Director AIIMS, of any nationalized bank towards Earnest Money Deposit which shall be refunded to unsuccessful Tenderers for which no interest shall be payable.



- (iv) The successful Tenderer shall submit the following documents and payments related to within 7 days from the date of issue of Notification of Award.

Duplicate copy of the Notification of the award (NoA) duly signed by the Tenderer as a token of acceptance of the service contract.

Performance Security Deposit failing which EMD will be forfeited by AIIMS Bhopal.

Original copy of the Contract Agreement/deed of contract governing the Terms and Conditions of the Contract on non-judicial stamp paper of appropriate cost !.

- (v) Timing of the Canteen/canteen is from 08:00 Am to 08:00 PM on all working days. However AIIMS Bhopal reserves the right to enhance the duration of canteen as per the actual requirement. It may also ask for providing the services on holidays.

**Furniture :** Essential furniture required for the purpose of canteen will be arranged by the AIIMS. The successful vendor shall be responsible for maintenance and up keep of the same. Any damage if caused will be on successful vendors account.

**Accommodation:** AIIMS will provide accommodation around 600 Sq ft. on 1<sup>st</sup> floor of Medical College. Additional space if found essential would also be considered at the discretion of the Competent Authority with additional charges.

#### (b) Rent

The accommodation will be provided at the concessional rate of Rs. 10/- Per Sqft per Month. Which can be enhanced by the competent authority during the currency of above said contract and be deposited in account of AIIMS Bhopal per month for each previous month.

#### Electricity:

A separate electric connection with separate meter has been provided for canteen premises reading of consumption recoded by meter is taken monthly. On the basis of consumption monthly bill will be issue as per tariff fixed time to time by the MPERC. All amounts have to be deposited within given time every month to the AIIMS account and photo stat of Banks acknowledgement is given to Cashier for accounting.

#### (c) Eligibility

- (i) The contractor should have five years' experience in the catering business, out of which at least three years' experience should be in running the canteen of a reputed organization, preferably a Govt. organization.
- (ii) They should have minimum average annual turnover of Rs. 7 Lakh from catering/ hospitality business during last three financial years. (i.e. 2012-13, 2013-14, 2014-15 Copies of Balance Sheets for last 03 FY with Profit and Loss accounts duly certified by



CA/Company Secretary must enclosed for technical Bid Evaluation, without finding the same Tender may rejected assigning no reason.

- (iii) The Contractor shall be responsible for running the canteen as per the rules applicable and ensure the compliance of the provisions of Employees Provident Fund Act, ESI Act, Child labour abolition Act and rules framed thereunder and other relevant statutes including Municipal Rules and Regulations, relating to the canteen in force from time to time, during the Contract period.
- (iv) The Contractor shall arrange utensils, cutlery and crockery and other equipment/ items required to run the Canteen / Unit.
- (v) A Tenderer shall submit, directly or indirectly, only one tender, either individually as an applicant or as a partner. A Tenderer who participates or submits more than one Tender will cause all the tenderers in which the Tenderer has participated to be disqualified.
- (vi) The tenderer should not have been barred or black-listed by any Government Department.
- (vii) Tenderer and all parties constituting the Tenderer shall provide such evidence of their continued eligibility as required.
- (viii) Should possess a Valid Trade License and Food License for operation and running of the Canteen/Canteen, preferably Food Manufacturer under Rule 4 of Food Safety & Standard Act 2006 (Act 34 of 2006)
- (xi) Service Tax & VAT Registration certificate.
- (xii) EPF/ESI registration certificate.
- (xiii) Registration certificate under contract labour (RAA) Act 1970.

**(d) Pre-Bid Conference**

A pre-bid conference for interested prospective Tenderers shall be held on 14.06.2016 at 03.00 PM in the Boards Meeting Hall of the Director AIIMS, Bhopal in presence of the Committee on a specific date & time where queries from both sides will be clarified,. The bidders will be notified over telephone & email only. No separate communication will be sent.

**(e) Earnest Money Deposit**

- (i) The Tender should accompany the Earnest Money Deposit of Rs. 14,000/- (Fourteen Thousand) in the form of DD/FDR/BG.
- (ii) Tenders not accompanied by DD/FDR/BG of Earnest Money Deposit are liable to be summarily rejected.



- (iii) Earnest Money Deposit if unsuccessful Applicants will be returned without interest after the finalization of the tender.
- (iv) EMD will be forfeited if successful tender fails to deposit Performance Security Deposit within stipulated period of time as given in NoA. or fails to come forward to complete formalities and to commence the functioning of canteen as scheduled.

**(f) Submission of Tender Form**

Tender form should be filled up in all respects and returned by the Tenderer duly signed on each page of the original Tender form including the pages containing the terms and conditions and should be properly sealed. The following documents must accompany the.

**(g) Performance Security Deposit:**

The caterer has to deposit a Performance Security Deposit of **Rs.50,000/- (Rupees Fifty Thousand Only)** by drawing a demand draft/ Bank guarantee from the Nationalized Bank in favour of The Director, AIIMS Bhopal, before the commencement of the contract for a period of 15 months with a claim period of 3 months. If the contract period is extended, the BG/FDR will have to be extended for that period.

If the caterer fails to carry out the entrusted Job Contract Services and related miscellaneous works within the stipulated time and as per the Scope of work and Job Specification. All India Institute of Medical Sciences Bhopal reserves the right to impose penalty as specified in the Penalty Clause and has the right of get the work done through some one else by forfeiting the performance security deposit of working contractor.

No interest is payable on the performance security deposit. It will be refunded after deducting the sum as may be outstanding at the time of refund.

**Tender Form:**

- (i) Certificate of furnishing correct information: The Applicant shall furnish a certificate to the effect that correct information has been furnished in the Tender and the Applicant shall be solely responsible for furnishing misleading, wrong or false information in the Tender. Furnishing of misleading, wrong or false information may lead to the cancellation of the Bid.
- (ii) A certificate of sound financial status from a nationalized bank with which the bidder has financial transactions.
- (iii) A letter of authorization duly authorizing the signatory to participate and sign the Tender documents on the letterhead of the Tenderer.
- (iv) A declaration on non-judicial stamp paper of Rs. 100/- duly attested by Notary Public to the effect that the Tenderer is not barred or black-listed any



- Government Department or public sector Undertaking. None of any relative is posted /Working in AIIMS Bhopal
- (v) Copies of financial statement (balance sheets, including all related notes, and income statements) for the last 3 financial years 2012-13, 2013-14, 2014-15.
- (vi) A sample menu with quoted price of Indian, Chinese and Continental Snacks, Lunch, Dinner items. (SAMPLE MENU PROVIDED AS ANNEXURE-3 SHOULD BE SUBMITTED DULLY FILLED IN. BIDDER CAN ADD MORE ITEMS WITH QUOTED PRICE BUT CAN NOT DELETE ANY OF THE ITEMS FROM THE LIST). The quantity (Volume) of each item (as applicable) should be expressed in either gram or ml.
- (vii) A sample menu with quoted price of other readymade edible items which can be made available in the Canteen. The quoted price of such items be less than the MRP printed on the item.
- (viii) Any relevant information or document which Tenderer(s) may consider appropriate for a Canteen of AIIMS, including documents evidencing their expertise/experience/ideas related to regional Indian cuisines and their contemporary interpretation, other than for which Tender has been invited by AIIMS.
- (ix) The rate should be clearly indicated in words and figures. Whenever there is discrepancy between words and figures, the lower among them shall apply.
- (g) There should not be any over-writing/cutting in the rates tendered. Any term and condition other than those mentioned in this document shall not be considered and shall be rejected forthwith.
- (h) **Amendment of Tender Documents**
- At any time prior to the deadline for submission of documents, the AIIMS may amend the tender documents by issuing an addendum. Any addendum issued shall form part of the tender documents and may be obtained from the office.
- (i) **Cost of Application -**
- The Applicant shall bear all costs associated with the preparation and submission of Tender. AIIMS shall not be responsible or liable for those costs, regardless of the outcome of the tendering process. The application should also be accompanied by a demand draft of Rs. 500/- (Five hundred) only drawn in favour of "Director, AIIMS payable at Bhopal.
- (j) **Language of Applications**
- All correspondence and documents relating to the Tender shall be written in English. Supporting documents and printed literature that are part of the application may be in



another language provided they are accompanied by an accurate translation of the relevant passages in English, in which cases, for purpose of interpretation of the tender, the translation shall be considered.

**(k) Last Date**

The last date and time for receipt of Tender shall be up to 02:00 PM on 04.07.2016. The Tenders received after the stipulated date and time will not be considered and rejected summarily. AIIMS will not accept any responsibility or grant any relaxation of time for any postal delay in the submission of tender.

**(l) Opening of the Technical and Financial Bid and its Evaluation there of**

- (i) The Technical Bids received will be opened by a Committee on 04.07.2016 at 04:00 PM.
- (ii) The bidders or their authorized representatives should be present at the time of opening of the Technical Bid of the tender. In case of absence of any bidder during the opening of the tender, no claim of any sort will be entertained.
- (iii) Tenders in unsealed condition or without the required documentation and certification are liable to be rejected summarily. Tenders not conforming to the requirements mentioned in the Terms and Conditions above or not accompanied by Earnest Money Deposit are liable to be summarily rejected.
- (iv) Before finalizing the list of technically qualified Bidders, the Committee may arrange to inspect the existing restaurants / establishment or logistics available of the participants.
- (v) Thereafter, the date and time of Opening of the Financial Bid will be communicated to the Technically Qualified Bidders. Financial Bids shall be evaluated and a list of qualified Tenderer will be prepared by the Committee.
- (vi) The decision shall be taken based on the credentials, technical qualifications and the total of price bid, taken together. The decision of the Competent Authority, AIIMS shall be final and binding on all Applicants.

**(m) False Information**

- (i) In the event of false, misleading or wrong information furnished by the Tenderer, the Earnest Money Deposit in respect of such participants shall be forfeited. Further, during the performance of the contract if it is detected that the contract has been obtained by furnishing false, misleading or wrong information in the Tender, the contract is liable to be terminated and performance, security and other payments due to AIIMS shall be forfeited and the agency is liable to be blacklisted for a period up to three years.





- (ii) If the successful Tenderer fails to sign the Contract Agreement within stipulated time or after signing the contract fails to perform any contractual obligation, his/her Earnest Money Deposit shall be forfeited. Depending upon the gravity of violation/omission, the applicant is liable to be blacklisted for a period up to 3 years, without prejudice to any other remedy that the Competent Authority may have under existing law.

**(n) Acceptance and Withdrawal**

- (i) The decision to accept any Tender shall entirely rest with the (AIIMS), who reserves the right to accept or reject any or all Tenders without assigning any reason whatsoever. There is no obligation on the part of the AIIMS to communicate in any way with rejected Tenderers. After acceptance of the Tender, the Tenderer shall have no right to withdraw his Tender or claim higher price. Tender with incomplete information is liable for rejection.
- (ii) If any Applicant does not accept any of these conditions, his/her Tender shall not be considered.

**(o) Contract Agreement**

- (i) The successful Tenderer(s) shall execute an agreement for the fulfilment of the contract on Rs. 100/- non-judicial stamp paper within 15 (Fifteen) working days from the date of Notice of Award. The Agreement shall clearly specify the rights and obligations of the successful vendors and AIIMS with respect to the running of the Canteens/Canteens.
- (ii) Extension : The Rate contract shall be for a period of One year from the date of award of contract or as indicated in the Notification of Award (NoA)/Purchase cum Supply Order. The Rate Contract may be extendable year to year (subject to a maximum period of 3 year), on the same terms and conditions or as may be agreed mutually by both the parties under the prevailing circumstances.
- (iii) The incidental expenses of execution of Contract Agreement shall be borne by the successful vendor.
- (iv) The successful vendor for satisfactory performance of contract shall furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) in the format prescribed in Annexure-4, in favour of All India Institute of Medical Sciences, Bhopal for an amount equal to 15 Months' rent of the premises with a claim period of 3 months for due performance of the Terms and Conditions of the Contract Agreement. This deposit is refundable subject to adjustments of dues outstanding at the time of normal expiry of the term of the Contract.



**(q) Compliance**

- (i) The successful vendor shall abide by all rules and regulations, by-laws and guidelines that AIIMS may, from time to time, make or adopt or amend for the care, protection and administration of AIIMS and the general welfare and comfort of its students, Faculties staff and others.
- (ii) The successful vendor and its employees and agents shall be bound to comply with any instructions issued by AIIMS authority from time to time.
- (iii) The successful vendor will, during the continuance of this agreement, insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business.

**(r) Control and Supervision**

- (i) The overall control and superintendence of the said premises shall remain vested with AIIMS Authority, whose officers and agents shall at all times have the absolute right of entry into the said premises and be entitled to inspect the Canteen premises for its bonafide use, its state of repairs and compliance with the terms and conditions of the Contract Agreement, without disruption of the normal functioning of the Canteen. Any change in price of the items due to escalation of price of essential commodities is negotiable and can be done only on prior approval of the AIIMS authority
- (ii) The Successful vendor shall deposit duplicate keys of the premises with AIIMS whenever it is so demanded and permit AIIMS to make use of the keys during any emergency. The Successful vendor shall not remove or replace the lock on any door or change the locking device on any door of the premises without written permission.
- (iii) 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.

**(s) Additions and Alterations**

No addition/alteration at the Premises may be undertaken without the prior approval of AIIMS Authority. Layout and design of any proposed addition/alteration shall require prior written approval of AIIMS.

**(t) Maintenance**

- (i) The Successful vendor will keep and maintain the Premises and the area in and around the Premises in a clean, hygienic, proper and decent condition; and shall not suffer the premises to be held in a bad state of repair and outlook during the



currency of the contract Agreement. Further, the Successful vendor shall not in any manner injure the wall, floor or other structure of the building, nor shall it cause any kind of hindrance or obstruction in the use thereof by AIIMS in any manner whatsoever.

- (ii) If the Premises are not maintained in clean condition by the Successful vendor, AIIMS shall have powers to get the premises cleaned at the risk and cost of the Successful vendor and recover liquidated damages at the rate of Rs. 100/-per day for each default up to 7 days and thereafter Rs. 200/- per day and can take other actions including termination of the contract.
- (iii) In the event of any damages being caused to the Premises, intentionally or otherwise, by the Successful vendor, or his/her/its employees or invitees or customers, AIIMS shall be entitled to repair the damage or make the requisite replacement and call upon the Successful vendor to reimburse the cost thereof, which the Successful vendor undertakes to pay forthwith on demand.
- (iv) The Successful vendor shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature, except as reasonably required by the Successful vendor for performing services under the contract Agreement.

**(u) Employees**

- (i) The Successful vendor shall employ only such employees who are experienced. The Successful vendor will ensure that the staff engaged shall observe highest standards of courtesy, manners and professionalism while dealing with visitors and customers of the Canteen and AIIMS.
- (ii) The Successful vendor shall employ only such staff as shall have good character and be well behaved and skillful in their business. AIIMS shall be at liberty to forbid the employment of any person whom it may consider undesirable. The staff employed shall conform to such direction as may be issued by AIIMS in respect of time, stay and the points or routes of entry to and exit from the premises and in respect of the use of toilets and washrooms. The Canteen Manager shall also have the character of all persons employed by him verified by the police to the satisfaction of AIIMS before the employment.
- (iii) The Successful vendor shall immediately remove any employee from the Premises if any employee misbehaves, causes nuisance, or is considered to be undesirable by AIIMS representative. AIIMS shall be at liberty to request the Successful vendor to replace or change any employee or other staff within 48 hours' time, if so needed, upon which request Successful vendor shall forthwith replace such employee or staff.



**(v) Compensation or Concession**

- (i) The Successful vendor will not be entitled to any compensation or concession in payment of the Rent due to addition of any activity in the Premises by or on behalf of All India Institute of Medical Sciences, Bhopal or closure of any activity in AIIMS.
- (ii) For breach of any Terms and Conditions of the contract, AIIMS reserves its right to either terminate the contract, or recover compensation from the Successful vendor for the damage suffered on breach [up to the limit of the security deposit deposited by the Successful vendor.

**(w) Duration, Termination and Renewal**

- (i) The duration of the contract shall be initially for period of 12 Months renewable every year thereafter subject to satisfactory performance.
- (ii) AIIMS shall have the right to terminate the contract by giving 90 days' notice in writing without assigning any reason therefor, at any time.
- (iii) The Successful vendor may also terminate the contract by giving 90 days' notice in writing.
- (iv) If the Successful vendor wants to wind up the business by giving one month office to AIIMS Bhopal shall have right to recover the penal charges for breach of conditions of clause (ii) (iii) of Tender form the PSD as decided by the Admin and terminate the contract.
- (v) AIIMS will be entitled automatically to terminate this Contract Agreement on the occurrence of any of the following events:

the Successful vendor is in breach of its responsibilities and obligations under this Agreement and these has not been rectified after having been given 15 days written notice by AIIMS;

the Successful vendor has a winding up or administration order made in relation to it; if the reputation of AIIMS is damaged on account of Successful vendor 's dealings with third parties.

In the event of termination of contract as provided hereinabove, AIIMS shall always be entitled to and shall have power at its absolute discretion to reoccupy forthwith the Premises, without notice and without subjecting itself to any liability on that account and notwithstanding any intermediate negotiations or waive of breach thereof.

- (vi) On expiry of the contract period or on termination of the contract by AIIMS on account of any breach on the part of the Successful vendor, the Successful vendor shall deliver the possession of the Premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations provided by AIIMS.



Further, Successful vendor shall remove his/their goods and other materials within 3 days from the premises, failing which AIIMS reserves its right to remove such goods/materials at the cost and risk of the Successful vendor and demand payment for such removal. If such payment is not made within 10 (ten) days, AIIMS shall be at liberty to dispose of the goods/materials of the Successful vendor by public auction to recover the cost. The Successful vendor shall not be entitled to raise any objection in such an eventuality.

- (vii) In the event of any default, failure, negligence or breach, in the opinion of AIIMS, on the part of the Successful vendor, in complying with all or any of the conditions of the contract, AIIMS will be entitled and be at liberty to terminate the contract forthwith and resume possession of the Premises without payment of any compensation or damages and also claim in full or in part the amount deposited by the Successful vendor for due performance of the Agreement.

**(x) Insurance**

At all times during the currency of the contract, it shall be the responsibility of the Successful vendor to obtain insurance coverage in line with standard industry practice, including cover for fire, theft and burglary in respect of all the movable and immovable assets stored or used in the premises and AIIMS shall not be responsible for any loss or damages caused to the Successful vendor on any account whatsoever.

**(y) Indemnity**

- (i) Successful vendor shall indemnify AIIMS on a non-judicial stamp paper of Rs. 100/- and hold it harmless from all claims, demands, damages, actions, costs and charges, including against liabilities towards customers or visitors, to which AIIMS may become subject, or which it may have to pay or be held liable for, by reason of any injury to persons, reputation or property suffered or sustained by any agent or employee of AIIMS or arising out of any activity or negligence or omission of the Successful vendor or its agents or employees while in or about the Premises or other premises of AIIMS.
- (ii) Successful vendor shall indemnify AIIMS against any loss, claim, costs, damages to, or diminution of, its business and goodwill or any third party claims or proceedings brought against the AIIMS as a result, direct or indirect, of any prejudicial business practice of the Successful vendor or any misrepresentation of its relationship with the AIIMS. This indemnity shall be without prejudice to any other rights and remedies, which the AIIMS may have under the law.

**(z) Registration and Permissions**

The Successful vendor shall ensure that all such Food licenses issued by competent statutory body of the government/Municipal corporation to be applied for by the Successful vendor, such as Food Safety and Standards Act 2006, and including Sales



Tax/VAT, are obtained as may be required under the applicable laws. AIIMS shall in no way be responsible for the non-compliance of any of the laws respecting the business of the Successful vendor.

**(zaa) Limitation of Liability**

- (i) AIIMS shall in no way be liable for any losses or claims arising out of untoward incidents like theft, shoplifting, fire, riots, floods, natural calamities etc.
- (ii) In case the Successful vendor suffers any loss on account of it being unable to carry on its business or restrained by AIIMS for contravention of any of the terms and conditions, the Successful vendor shall have no claim on AIIMS.

**(zab) Miscellaneous and General Terms for Tendering of Services in Operating Canteen.**

- (i) The Successful vendor shall be responsible for procuring and arranging all consumables for its use in relation to operation of the Canteen.
- (ii) Food prepared by the Successful vendor shall be made under good hygienic conditions, and the standard of hygiene shall be strictly maintained. This will be inspected and ascertained by authority appointed by AIIMS, whose directions will be binding on the Successful vendor. The foods shall be fresh, wholesome and of good quality. Successful vendor shall abide by all applicable laws
- (iii) Relating to sale of food, hygiene, and safety etc.
- (iv) The Successful vendor shall be fully responsible for the cleanliness of the Canteen premises, which must be free of insects, mosquitoes, flies, dust and dirt. The appropriate authority shall inspect the Canteen premises periodically, and AIIMS shall have the right to terminate the contract Agreement if the premises are found to be in unsanitary condition.
- (v) The Successful vendor shall not erect or install any temporary structure, or fixture inside the Canteen Premises or outside it, without prior written approval of AIIMS.
- (vi) The Successful vendor or any of his/her salespersons shall not sell/consume any hard drinks (such as any alcohol based drinks, and spirits), or narcotic drugs or other prohibited substances within the premises of AIIMS.
- (vii) The Successful vendor shall observe at all times the provision of Child Labour (Prohibition and Regulation) Act, 1986 and any other enactment made in this regard.
- (viii) The Successful vendor , for the purpose of fulfilling his obligations, may deploy persons as employees, servers, cooks, etc., who are medically fit with no contagious diseases, who will wear prescribed uniform, who shall have good



character and be fit for work in an institutional Canteen where high quality public service is expected.

- (ix) While the existing security personnel of AIIMS shall remain vigil round the clock on campus, the Successful vendor shall make proper arrangements for the protection of his goods and items from theft/pilferage etc.
- (x) The Successful vendor shall provide working meal for staff at AIIMS at a rate to be fixed in advance with the approval of AIIMS. The rate for these meals will not be enhanced without the prior approval of AIIMS. A sample menu and price proposed for a simple meal, for an average of 30 persons daily, should be included in the application as specified in Annexure 1.
- (xi) The Successful vendor shall provide meal and refreshments for participants in programs organized by AIIMS. Rates for these will be fixed in consultation with AIIMS.
- (xii) Until execution of the Contract Agreement, the Terms and Conditions mentioned in the Tender documents shall constitute a binding contract between the Successful vendor and AIIMS.
- (xiii) The charges for electricity, water and supporting facilities, shall be paid by the Successful vendor to AIIMS on monthly basis starting from one month after the execution of this agreement as per conditions laid down in previous clauses.
- (xiv) The Successful vendor will not be allowed to use the Canteen premises for parties or occasions other than those that AIIMS may organize.

**(zac) Standard Safety Clauses**

Successful vendor shall:

- (i) not store combustible material for a period except as may be necessary for the delivery of contracted services.
- (ii) install, at his own cost, an adequate number of Fire Extinguishers [of weight/capacity as per standard norms] and ensure that they are in fully functional condition at all times.

**Standard Health Clauses**

- (i) The AIIMS premises, structures and installations thereon, shall be kept in clean and Sanitary condition by the Successful vendor to the satisfaction of AIIMS.
- (ii) Skin lesions, boils, rashes, cuts and discharge from any site are hazardous and can contaminate food with food poisoning bacteria. Staff with diarrhea or vomiting may also contaminate food with food poisoning bacteria.



- (iii) All the staff handling food must take every precaution to ensure that such germs are not passed on to food. A few simple rules are, therefore, necessary and all who are employed in handling food must abide by them.
- (iv) The officer authorized by AIIMS may, without notice, enter the premises at any time and inspect the premises, material instruments and implements etc., used by the Successful vendor .
- (v) All instructions given by the officer authorized or nominated by AIIMS or any person working under him to prevent spread of infectious diseases, control and prevention of nuisance from insects, rodents or any other source, shall be carried out by the Successful vendor and his agents or staff.

**(zad) Clarifications, Disputes and Settlements**

That in case of any dispute arising between AIIMS and the Successful vendor , in respect of the interpretation, conduct or performance of any terms or conditions of these presents, the same shall be referred to the sole arbitration of a person who may be appointed by AIIMS for the purpose, under the provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. It will be no bar that Arbitration appointed as aforesaid is or has been an employee of AIIMS and the award of the arbitration will not be challenged or be open to question in any court of law on this account.

**(zae) Jurisdiction**

In case of any dispute where legal action is compelled to be initiated by any of the parties, jurisdiction of the courts shall be All India Institute of Medical Sciences, Bhopal.

**(zaf) 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.

**(zag) Notices**

Any notice which is required to be given either by the Successful vendor or AIIMS, will be in writing, and will be sent to the address as the recipient may designate by notice at the address provided in the Contract Agreement.





**(zah) Transferability, Assignment and Sub-Contracting**

The Successful vendor does not have the right to transfer the benefit of this Contract Agreement or to delegate any obligations to a third party without the prior written consent of AIIMS. The Successful vendor shall not, unless with the written consent of AIIMS, create a sub-contract of any description with regard to this contract or any part thereof, nor shall he without such written consent as aforesaid, assign or transfer his contract or any part thereof.

**(zai)** If as a result of post payment audit including internal audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the institution from the agency.

**(zaj)** If any underpayment is discovered, the amount shall be duly paid to the agency by the institution.

**(zak)** The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when required by the AIIMS etc.

I agree with the terms and conditions mentioned above, and undertake to comply with these at all times during the subsistence of the Contract granted to me to operate the Canteen/Canteen at All India Institute of Medical Sciences, Bhopal .

Date :

Place :

Authorised Signatory :

Name & Address :



**Technical Bid**

**ANNEXURE - 1**

**GENERAL INFORMATION**

1. Name of the Applicant : .....
2. Address of the Applicant : .....  
.....
  - i. Contact Person : .....
  - ii. Telephone No. : .....
  - iii. Mobile No. : .....
  - iv. Email Address : .....
3. No. of Total Staff : .....
4. Year from which the Applicant is in the business of Restaurant/Cafeteria/Canteen/Catering Operation (Enclosed Copy)
5. General Experience details in Restaurant / Canteen/Catering Business operated by the Applicant
6. Financial Information Turnover/Profit & Loss statement certified by CA of last three yr  
2012-13 .....  
2013-14 .....  
2014-15 .....
7. Work with Institutions Private or Government (provide previous work order document details for at least last 03 years)
8. Any information/ document appropriate for a Canteen/Canteen at the AIIMS including those supporting expertise, experience, or ideas, related to regional Indian cuisines and their contemporary interpretation
9. Registration and Food safety and standard ACT 2006.

**(Attach separate page/s as and where necessary)**

I/We have carefully read and understood the terms and conditions of the contract as contained in the Tender Document issued by All India Institute of Medical Sciences, Bhopal AIIMS including the following:



- Earnest Money Deposit is liable to be forfeited if on award of contract I/we do not accept the award or do not fulfill any of the conditions stipulated in the Tender document, within the prescribed time.
- On account of non-acceptance of award or on account of non-completion of Tender conditions within the prescribed time, I/we shall be debarred by AIIMS from further participation in Tenders under the control of AIIMS for a period of 3 (three) years.
- In case the documents submitted by my/our firm along with the Tender are found inadequate/false/incorrect, the Tender of my/our firm will be liable to be rejected without assigning any reason. In addition, AIIMS reserves its right to forfeit the Earnest Money Deposit of my/our firm and debar my/our firm from participation in any further Tender of AIIMS.
- AIIMS reserves itself the right to reject the conditional offer without assigning any reason thereto.
- AIIMS does not bind itself to accept the highest/lowest or any Tender and reserves to itself the right of accepting the whole or any part of the Tender and the Applicant shall be bound to provide the service at the rate quoted.

Signature :

Name of Authorised signatory Date :

Place with Office Seal :

Witnessed by –

1. .

2.



**DECLARATION CERTIFICATE**

It is certified that the information furnished herein and as per the documents submitted are true and correct and nothing has been concealed or tampered with. I/We have gone through all the Tender Documents and am/are liable to any punitive action, as mentioned in the Terms and Conditions of the Tender, for furnishing false information/ documents.

Signature

Name of Authorized Signatory Date

Place Office seal



**ANNEXURE-3**

**FINANCIAL BID**

RATES TO BE QUOTED FOR CANTEEN ITEMS.

(Clause L- iv may be referred before filling up rates)

Sl No.	Description / Item	Quantity	Rate to be quoted (Rs.)
<b><u>Breakfast Options</u></b>			
1	Tea (Tajmahal / BB / Red Label /Green label/Pataka/ Goodrich) including Tea Bag +Tea Whitener (Condensed Milk)+Sugar Sachets	150 ml. (Cups used should be of 170 ml capacity).	
2	Green Tea	150 ml. (Cups used should be of 170 ml capacity).	
3	Coffee (Nescafe / Brue).	150 ml. (Cups used should be of 170 ml capacity).	
4	Black Coffee	150 ml. (Cups used should be of 170 ml capacity).	
5	Milk(Hot/Cold)	150 ml. (Cups used should be of 170 ml capacity).	
6	Veg. Cutlet.	1 No. (50 gm.)	
7	Veg. Sandwich.	1 No. (150 gm.)	
8	Veg Burger.	1 No. (125 gm.)	
9	Bread Pakora	1 No. (80 gm.)	
10	Grill Sandwich.	1 No. (150 gm.)	
11	Aloo Parantha with 100 ml Curd	1 No. (250 gm.)	
12	Pizza	1 No. (400 gm.)	
13	Maggie/Noodles	1 Plate (100 gm.)	
14	Pastry/Cake	1 Piece (50 gm.)	
15	Idli Sambar –Min.2 piece (with coconut chatni).	1 Plate (200 gm.)	
16	Masala Dosa (with coconut chatni).	1 No (200 gm.)	
17	Upma (with coconut chatni).	1 Plate (100 gm.)	



अखिल भारतीय आयुर्विज्ञान संस्थान  
ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
साकेत नगर भोपाल (मध्यप्रदेश) – 462020  
Saket Nagar, Bhopal (M.P.) – 462020

18	Onion Uttapam with Sambar 100 ml and Coconut Chatni 50 ml	1 No (200 gm.)	
19	Dokla.	1 Plate (100 gm.)	
20	Chole (150 gms) Bhature(50 gms each)	1 Plate with 02 Nos. of Bhature's.	
21	Samosa	1 No. (75 gm.)	
22	Kachodi	1 No. (75 gm.)	
23	Aloo Vada	1 No. (75 gm.)	
24	Dal Vada	1 No. (50 gm.)	
25	Poha	1 Plate (100 gm.)	
26	Gulab Jamun.	1 No. (1piece 50 gm.)	
27	Rasgulla.	1 No. (50 gm.)	
<b><u>Mini Meal</u></b>			
28	Tawa Roti/Chappati	02 Nos. (50gm each )	
29	Seasonal Vegetable/Sabji	150 gms	
30	Plain Steamed Rice/ Chawal	150 gms	
31	Jeera Rice/ Chawal	150 gms	
32	Dal Tadaka/Dal Fry	200 gm	
33	Dahi/Curd	150 gm	
<b><u>Lunch/Dinner: (Full meal combination of following food items)</u></b>			
34	Paneer sabji (150gms) +Seasonal vegetable (150gms)+Dal/Chole/Rajma/Kadhi Pakora (150gms)+Steamed Rice (150gms)+ Two roti (Twa/tandoori 50gm each) + Dahi/Curd (100 gm)	800 gms	
<b><u>Juices/Shakes</u></b>			
35	Mango Shake	250 MI	
36	Mausami Juice	250 MI	
37	Pineapple Juice	250 MI	
38	Chikko Shake	250 MI	



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39	Papaya Shake	250 MI	
40	Apple Juice	250 MI	
			<b>Total Rs.</b>
Total Amount in Words:			

*More Items can be added on separate paper but these will not be part of financial bid.*

**Note:-**

1. Snacks: All should be made available with Ketchup sachet+Paper Napkin.
2. Sanchi Milk Products, Cold drink, Biscuits, Namkeen, Mineral water etc shall be sold at the rates less than MRP. Stock of Sanchi Milk Products is required to be kept available.
3. Tea/Coffee etc. should be supplied on demand at office rooms at the same rates quoted above.
4. Mini Meal Plate Sealant Machine should be available in Canteen and plate sealing should be made on demand of the customer.
5. Self Service (by customer) is prohibited.
6. Filtered Drinking water to be provided free of cost.
7. Taxes will be extra as applicable.

(Name, Signature & Seal of Tenderer.)



**FORMAT FOR PERFORMANCE BANK GUARANTEE**

To,  
The “Director”,  
All India Institute of Medical Sciences (AIIMS) Bhopal  
Saket Nagar, Bhopal- 462 020 (MP) INDIA

WHEREAS \_\_\_\_\_ (Name and address of the Contractor) (Hereinafter called “the Contractor”) has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 18 (Eighteen) months from the date of issue of the Bank \_\_\_\_\_ (indicate date).

(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch





**Annexure-5**

**UNDERTAKING**

I..... S/o .....

R/o..... do hereby solemnly affirm as under:-

1. That, I am a Partner / Proprietor / representative of

M/s .....

.....

.....

2. That the firm has not been black listed in the past by any government / private / organization.

3. That the firm has no vigilance case/CBI/FEMA case pending against him.

4. That None of my relative is posted in the Tender inviting department.

Signature & Seal of the bidder(s)

Dated: .....

Place : .....



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ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
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Saket Nagar, Bhopal (M.P.) – 462020

**CHECK LIST FOR TERMS & CONDITIONS/DOCUMENTS**

(To be filled by the Tenderer and attached with the Technical bid Document in Technical Bid Envelope)

Sr. No	Description	Yes / No	Attached at Page No.
1	Details of Demand Draft /Banker's Cheque(Bank name/ Amount/ Date ) of <b>Rs. 500/-</b> on account of Tender Form Cost (Non Refundable ) including of VAT@5% in favour of "Director, AIIMS Bhopal" is enclosed with Technical Bid documents in Technical Bid Envelope.		
2	Details of EMD/Bid Security Demand Draft /Banker's Cheque/FDR (Bank name/ Amount/ Date) of <b>Rs. 14,000/-</b> on account of EMD/Bid Security in favour of "Director, AIIMS Bhopal" is enclosed with Technical Bid documents in Technical Bid Envelope.		
3	Firm Registration Certificate (must be enclosed with Technical Bid documents in Technical Bid Envelope.)		
4	<b>Technical Bid "Annexure-1'</b> duly Signed and Stamped (without indicating Price) must be enclosed with Technical Bid documents in Technical Bid Envelope.		
5	Declaration Certificate "Annexure-2" must be enclosed with Technical Bid documents in Technical Bid Envelope.		
6	<b>Financial Bid/Price Bid as per "Annexure-3'</b> contain all requested information duly Signed and Stamped must kept in Financial Bid Envelope.		
7	Format for Performance Bank Gaurantee " Annexure-4" (must be enclosed with Technical Bid documents in Technical Bid Envelope.)		
8	Undertaking " Annexure-5" (must be enclosed with Technical Bid documents in Technical Bid Envelope.)		
9	Service Tax Registration Certificate (enclose a copy of Service Tax Registration) must be enclosed with Technical Bid documents in Technical Bid Envelope.		
10	VAT Registration Certificate (enclose a copy of VAT Registration) must be enclosed with Technical Bid documents in Technical Bid Envelope.		
11	Registration under Food safety and standard Act 2006.		
12	Registration certificate of EPF from EPFO Bhopal		
13	Registration certificate of ESI from ESI organisation Bhopal.		
14	Registration of certificate under Labour (R & A) Act 1970.		
15	<b>Work Orders</b> of at least three years' experience should be in running the Canteen/Restaurant/Canteen/Catering Business of a reputed organization, preferably a Govt. organization( must be enclosed with Technical Bid documents in Technical Bid Envelope.)		
16	Performance Certificate/report from organization(S) whom services of similar nature have been provided for last 3 years 2012-13, 2013-14, 2014-15 is enclosed( must be enclosed with Technical Bid documents in Technical Bid Envelope.)		
17	Copies of Financial Turnover (Rs. 7 Lakh)for last Three years, Duly signed and stamped copies of Chartered Accountant/Company Secretary is enclosed, A letter from Chartered Accountant for intimating the last three financial years Turnover figures and Profit and Loss Account Figures must accompany with Technical Bid( must be enclosed with Technical Bid documents in Technical Bid Envelope.)		
18	The bids are numbered with pages from _____ to _____.		

I /We have enclosed all the required documents at pages indicated above. In case above documents are not found enclosed, my/our quotation may be summarily rejected.

Signature & Seal of the bidder(s)

Details of the bidders:-

Name of the firm:-

Full Address for communication:

Phone No :-

Fax No :-

E- Mail Address :-