

Notice Inviting Tender for

ESTABLISHING FOOD PLAZA

at

All India Institute of Medical Sciences, Raipur

No	DME Stage	Start Date & Time
1.	NIT No.	Admin/Tender/Food Plaza/1/2014
2.	NIT issue date	03-05-2014 at 10.00 AM
3.	Pre bid Meeting	16-05-2014 at 12.00 PM
4.	Last Date of submission	26-05-2014 at 15:00 PM



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ALL INDIA INSTITUTE OF MEDICAL SCIENCES

TATIBANDH, RAIPUR – 492 099

(An Autonomous body under MoHFW, Govt. of India)

No. Admin/Tender/ Food Plaza/1/2014

Dated: 03-05-2014

“NOTICE INVITING TENDER FOR ESTABLISHING FOOD PLAZA

All India Institute of Medical Sciences, Raipur (AIIMS Raipur) invites bids from reputed, experienced and financially sound Companies/Firms/Agencies for establishment of food plaza at AIIMS Raipur with one outlet at Medical College Building & Hospital Block. Those who are in the similar business for the last three years and providing the same service to Central Govt. Hospital /State Govt. Hospital /Reputed Private Hospitals or hospital of autonomous bodies may send their bids both Technical and Commercial in sealed envelopes.

2. Complete Tender Document may be obtained to the Office of the Administrative Officer, AIIMS, Tatibandh, Raipur, Chhattisgarh – 492 099 on all working days from 03:00 PM to 5:00 PM from 03-05-2014 to 26-05-2014 by depositing a Demand Draft for Rs. 1,500.00 payable at Raipur and drawn in favour of “AIIMS Raipur”. It can also be downloaded from the website of AIIMS, Raipur www.aiimsraipur.edu.in till 26-05-2014 up to 03:00 hrs. The bidders using the tender form downloaded from the website shall enclose a Demand Draft for Rs. 1,500.00 payable at Raipur and drawn in favour of “AIIMS, Raipur”.

3. The interested Companies/Firms/Agencies may send their bid complete in all respect along with Earnest Money Deposit (EMD) of Rs. 3,00,000/- in the form of Demand Draft/Bank Guarantee issued in favour of AIIMS, Raipur, drawn on any scheduled bank payable at Raipur and other requisite documents to the undersigned duly superscripted “*Bid for Tender No. Admin/Tender/Food Plaza/1/2014*” before 03:00 hrs on 26th May, 2014. The bids received after this deadline shall not be entertained under any circumstances whatsoever. In case of postal delay this Institute will not be responsible.

NOTE: The EMD and Tender Fee draft should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith.

4. The sealed envelopes are to be deposited in the tender box placed at the office of Administrative Officer, AIIMS, Raipur or may be sent through registered/speed post addressed to The Administrative Officer, All India Institute of Medical Sciences, Tatibandh, Raipur – 492 099. **Bids sent by COURIER will not be entertained.**

5. Bids will be opened on 26-05-2014 at 03:30 Hrs in the presence of bidders or their authorized representatives who wish to participate in the bidding process. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day.

6. Any future clarification(s) and / or corrigendum(s) shall be communicated by the Administrative Officer tendent through the website www.aiimsraipur.edu.in.

7. AIIMS Raipur reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, AIIMS, Raipur in this regard shall be final.

Administrative Officer
AIIMS Raipur

Tender Enquiry No. ADMIN/Tender/Food Plaza/1/2014

(on the letter head of Tenderer)

FILE NO. : Tender No.: _____

Dear Sir,

1. I/We hereby submit our tender for the

2. I/WE are enclosing herewith the Demand Draft No..... dated..... for
**Rs...../- and Demand Draft/Bank Guarantee No..... dated..... for
Rs...../- drawn in favour of AIIMS, Raipur (payable at Raipur) towards Tender Fee and
EMD / Bid Security respectively.**

**(TENDERS NOT ACCOMPANIED WITH EMD/ BID SECURITY ALONG WITH THE
TECHNICAL BID SHALL BE SUMMARILY REJECTED).**

3. I/We have gone through all terms and conditions of the tender documents before submitting the same.
4. I/We hereby agree to abide by all the terms and conditions, stipulated by the AIIMS Raipur in connection with establishment of Food Plaza. Quotations for each group are being submitted under separate covers, and sheets and shall be considered on their face value.
5. I/We have noted that overwritten entries shall be duly cut & rewritten and initialed.
6. Tenders are duly signed and stamped. (No thumb impression should be affixed)
7. I/We undertake to sign the contract/agreement, if required, within 15 (Fifteen) days from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers.

Yours faithfully,

(Signature of Bidder with full name and address)

CHECK LIST FOR TERMS AND CONDITIONS

A.: To be filled by the bidder and submitted along with the Technical Bid.

Sl. No.	Subject	Information to be Filled by the Tenderer	Page number where applicable
1.	Name of the establishment / Firm / Company/ individual		
2.	Status : Whether Proprietary / Partnership Firm / Pvt. Ltd. Co. / Public Ltd. Co. (copy of the Partnership deed / Memorandum of Association, as the case may be, to be submitted)		
3.	Date of Establishment / Incorporation (copy of Certificate is to be enclosed)		
4.	Address, Telephone No. E-mail ID, Fax No. of Local Office		
5.	Name of Proprietor / Director / Partners (as the case may be)		
6.	Name, designation and phone No. of persons authorized to sign the document on behalf of the Company / Firm / Proprietor concern (Authorization Certificate to be enclosed)		
7.	I have submitted Demand draft of Rs. 1500/- towards non-refundable tender Application fee.	Tender Fee Details :- DD/Bank Guarantee No. :- Dated :- Drawn on Bank :- Amount :- (Rupees.....)	
8.	I have submitted Demand draft / Bank Guarantee of Rs. 3,00,000/- towards Earnest Money Deposit (EMD)	EMD Details :- DD/Bank Guarantee No. :- Dated :- Drawn on Bank :- Amount :- (Rupees.....)	
9.	Do you have any other business ? If so please give details.		
10.	Performance Certificate Mentioning detail as per Annexure-IV		
11.	What is the annual turn-over of the Firm for the past three years ? It should not be less than Rs. 75 lakh per annum in last 3 financial years.		

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Sl. No.	Subject	Information to be Filled by the Tenderer	Page number where applicable
12.	Name of the Bankers with telephone No. and Address (Insolvency Certificate from your banker of minimum Rs. 25,00,000/-)	2010-11 : 2011-12 : 2012-13 :	
13.	VAT Registration No. / TIN Number		
14.	PAN No. (Copy of PAN card to be enclosed)		
15.	Total No. of Permanent Employees	Kitchen Staff : Service Boys : Others :	
16.	Name of the Clients along with number of person to whom catering services are being provided by you at present at least one must be Central govt. Hospital / State govt. Hospital / Reputed private Hospital / Hospital of autonomous body.	Separate sheet to be enclosed as per Annexure IV for each client.	
17.	Do you have at least 3 years experience of providing catering services to minimum 500 persons per day (Letter of recommendation from past clients to be submitted) from any hospital under Central govt./ State govt. / Reputed Private / Autonomous body.		
18.	Do you agree to keep bid open for six months from due date.		
19.	Whether Co. / Partnership Firm / Proprietary Concern is Registered for such food Catering Service ? (Copy of Registration / License to be enclosed)		
20.	Sales Tax Regn. No.		
21.	Service Tax Regn. No.		
22.	Whether all the Statutory Registration / requirement as directed by Govt. authorize to run such kind of business have obtained / fulfilled (Enclose copy)		
23.	Have you submitted IT Returns of last three years (attested copy to be Enclosed)		
24.	Have you complied with provisions of child Labour Act (enclosed undertaking)		
25.	Do you comply with provisions of minimum Wages Act ?		

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Sl. No.	Subject	Information to be Filled by the Tenderer	Page number where applicable
26.	Have your company / Firm been under litigation or any other action has been initiated by any authority for violation of any provisions of Law or have you been black listed by any organization. Enclose affidavit to that effect.		
27.	Do you agree with all Terms and Conditions enclosed the same with Application form duly executed.		
28.	Have you submitted Details of existing clients as per Annexure-V		

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1. I/We have gone through the contents of the application form carefully. The information supplied by me/us is true to the best of my/our knowledge and behalf and nothing has been concealed there from. I/We conform that I/We shall abide by the terms and conditions of the Institutes.
2. I/We have deposited earnest money amounting to Rs. 3,00,000/- (Rupees three Lakhs only) in favour of "AIIMS, Raipur" vide Bank Draft /Banker's Cheque No./FDR.....
Dated.....
3. I understand that mixed quotation will not be considered for acceptance.
4. Expenses for maintaining cleanliness of the surrounding area shall be borne by me and shall be arranged by me after obtaining necessary permission in writing from the concerned Officer.
5. I/We also agree to all terms and conditions of the AIIMS as stipulated in the tender form or as issued from time to time.
6. I/We also agree to sign the License Deed within 15 days from the date of issue of letter of acceptance/award, failing which the earnest money deposited by me shall liable to be forfeited by the AIIMS.

(Signature of the Applicant)

(Seal, if any)

Dated.....

N.B.:

- i. The applicants are advised to see the space available at site in their own interest.
- ii. It should be clearly specified on the envelope containing the application form 'Application for allotment of FOOD PLAZA' and technical bid and commercial bid should be put in separate envelopes and same be put in one bigger sealed envelope
- iii. The tender form duly filled under sealed cover should reach to office of Administrative Officer, All India Institute of Medical Sciences, Tatibandh, Raipur – 492 099. The technical bid shall open as per schedule in the presence of the committee. Only those who qualify the technical bid, their commercial bids will be opened.
- iv. Each page of tender document must be numbered and signed by the Authorized Signatory.
- v. In case the application has been made by the partnership firm, a copy of the partnership deed should be enclosed with the application form.
- vi. THE INSTITUTE RESERVES RIGHT TO ACCEPT OR REJECT ANY TENDER/APPLICATION WITHOUT ASSIGNING ANY REASON, LATE, INCOMPLETE, AND CONFIDENTIAL BID NOT BE ACCEPTED.

GUIDELINES/CHECK LIST FOR APPLYING THE TENDER FOR RUNNING OF 'FOOD PLAZA' AT AIIMS CAMPUS

1. The tender may be deposited at the tender box in the office of **Administrative Officer, Medical College Building, AIIMS Raipur**. In the case the tender is sent by registered post it would be the responsibility of the bidder that it reaches the Institute by the due date. The offers submitted through Telex/Telegram/Fax/E-mail/courier or any manner other than specified above will not be considered.
2. The tender will be in 'Two Bid System' (Financial bid and Technical bid), which may be submitted in separate envelopes putting both in a single envelope super scribing Details of Tenders e.g. the title of the tender and date of opening etc. **No tender forms shall be entertained without depositing the draft of earnest amounting to Rs. 3,00,000/- in the Technical Bid.** Any EMD previously deposited with the Institute shall not be considered for this Tender.
3. **The turnover of the company in running/operational of canteen/cafeteria in the last three years should be at least 75 lakhs per annum.**
4. The Financial Bid will be opened only to those contractors who qualify technical bid. Date of opening of Financial Bid will be intimated separately.
5. **The Bidder must enclose the following mandatory documents/information along with the information desired in different annexure. In case of non-submission of any document tender application will be summarily rejected and no further communication will be made in this regard.**

GENERAL ELIGIBILITY CRITERIA FOR APPLYING THE TENDER

1. Should have at least three years ending March 2013 experience to run canteen/cafeteria/food plaza in Govt. Sector Hospitals/hospital under Autonomous Bodies.
2. Should have average annual turnover of at least Rs.75 lakhs from running/operation of canteen/food plaza in the last three years.
3. Should have valid service tax registration number.
4. Should have valid PAN number.
5. Should have valid VAT Registration number.
6. Should have valid Sales Tax Registration Number.
7. Should have valid ESI and Employment Provident Fund Registration Number.
8. Should have valid food stuffs selling license.
9. Any other certificate/document required under general terms and conditions.

DOCUMENTS TO BE ENCLOSED

1. Attested copies of experience.
2. Details of existing clients as per annexure V.
3. IT return of last three years.
4. Attested copies of turnover for the last three years duly certified by Chartered Accountant.
5. Attested copies of Service Tax Registration number.
6. Attested copies of PAN Card.
7. Attested copies of VAT/TIN number.
8. Attested copies of Sales Tax number.
9. No black list affidavit.
10. Requisite undertakings as per the tender form.
11. Other Undertaking/Certificate as per tender application form.
12. Undertaking that no case is pending in Police Station.
13. Tenderer should have the license /permission to engage Labour/Staff as required under the contract labour (Regulation & Abolition) Act, 1970.
14. Tenderer should enclose Certified Copy of registration certificate under Employees State Insurance Act, and under employee Provident Fund Act.
15. Undertaking for compiling provisions of Child Labour Act and minimum wages ACT.
16. **All the relevant documents must be attested by Gazetted Officer/Notary.**

GENERAL TERMS AND CONDITIONS

- 1. TENDERS SHOULD INVARIABLY BE SUBMITTED IN “TWO BID” SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW, IN SEPARATED SEALED ENVELOPS OF EACH GROUP DULY PAGE-NUMBERED & INDEXED ALONG WITH SELF ATTESTATION ON EACH PAGE. THE PRICE BIDS FOR EACH GROUP SHOULD BE SUBMITTED IN SEPARATE ENVELOPS INDICATING DETAILS OF EACH GROUP ON THE ENVELOPS.**

PART-I: Technical Bid in one sealed cover (**containing the Draft of EMD amounting to Rs.3,00,000/-**)

PART-II: PRICE Bid/Financial Bid in scaled cover (**containing Annexure-I of the tender set**)

Both the sealed envelopes (Part I & II) should be put in outer cover indicating thereon:

- i) Reference No. Of the tender:
- ii) Tender regarding:
- iii) Due date for submission of the tender:
- iv) Due date for opening of the tender:
- v) Name of the firm:

NOTE : TENDER SUBMITTED WITHOUT FOLLOWING TWO-BID SYSTEM PROCEDURE AS MENTIONED ABOVE WOULD BE SUMMARILY REJECTED.

2. Tenders submitting would be considered subject to their acceptance of all the terms and conditions. No inquiries verbal or written shall be entertained in respect of acceptance or rejection of the tender.
3. Tender forms duly completed in all respect should be submitted in the office of Administrative Officer, All India Institute of Medical Sciences, Raipur in a sealed cover, failing which the tender is liable to be rejected.
4. Tender should be submitted along with demand draft/bank guarantee / FDR amounting to Rs.3,00,000/-(Rupees Three Lakhs) in favour AIIMS Raipur payable at Raipur as earnest money . No tender forms shall be entertained without depositing the earnest money.
5. Tender should be submitted in a sealed envelope containing full details of tender.
6. The shops should be operational within one month from the date of acceptance of the offer of allotment.
7. Location/area for establishment of food Plaza will be Lower Ground Floor, Trauma Building.

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8. All the bidders/vendors are advised to visit the area of proposed food Plaza to access the requirement of providing furniture/fixture/counters/sinks/water Points/wash basins/ electric points/drainage system/ work benches/preparation tables/storage facilities/RO Plants etc. required for establishing functional food Plaza. All such works including installation of sinks, water connection form nearest source of supply and drainage to the nearest disposal points, electrical points etc. will have to be done by the successful bidder/vendor without any extra cost. After completion of contract period the bidder will remove/take out all such fixtures/furniture and shall make good the civil/electrical/other work to the original specification.
9. Successful bidder/vendor will be responsible for maintenance of complete civil/electrical structure/fitting/fixtures in case any damage; the same shall be repaired/made good by the bidder vendor.
10. On completion of contract period, the vendor is required to hand over the entire area as per original specification/standard. In case of any damage/deficiency the same shall be made good by the vendor. In case of any dispute, the decision of the competent authority of the AIIMS, Raipur i.e. Director, AIIMS Raipur will be final and binding.
11. All civil work/electrical works/plumbing works required to be done to make Food plaza functional shall be executed under the supervision of engineering department of AIIMS Raipur, after due approval of the materials to be used.
12. AIIMS Raipur will not provide any furniture for furnishing the shop or any area of the Plaza.
13. The tender forms shall be legibly filled in ink or typed neatly giving full address of the quoting firm. The rate of revenue share quoted by firm should be written in figures in as well as in words. Any alteration overwriting etc., shall be duly attested by the tender. In case the quoted amount as written in words and as in figures do differ higher of two rates shall be treated as quoted rates.
14. The tenders shall take care in filling the financial bid as quoted in a manner that interpolation is not possible. The whole tender form including the notice shall be submitted while quoting rates. No paper/note shall be detached from, failing which the tender shall be rejected.
15. The tender document should be signed by the tenderer himself/themselves or of his/their authorized agent/representatives. (The authorization letter to be enclosed wherever applicable).
16. The validity for the quoted rates shall be 180 (One Hundred Eighty) days from the date of tenders are opened, Any firm/individual who restricts the validity of the quoted rates for period less than 120 days shall make their tender liable to be rejection.
17. Addition or alteration in quoted rates or in any term and condition or invalidity period after submission of tender is not permissible and if done, earnest money of the tender shall be liable to be forfeited and tender liable to rejection.
18. Only cooking gas/Gas cylinder authorized by the gas agency will be allowed for cooking and all cooking gas to be arranged by the contractor at his own cost.
19. Administrative Officer or the nominated committee member as constituted by the Director, AIIMS

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shall periodically monitor quality of food and maintenance of hygienic condition of the shop. The licensee will have to implement all feed backs being given by, such members time to time in order to maintain the standards up to the satisfaction of the committee.

20. The licensee shall obey the various relevant Central and Govt, Labour laws enforced time to time.
21. The licensee shall not, create a sub-contract of any description with regards to this license or any part thereof nor shall assign or transfer the license or any parts thereof.
22. The licensee shall use the allotted space, only for the purpose indicated under the agreement and for no other purpose whatsoever.
23. The licensee shall indemnify AIIMS Raipur from/ against any claims made or damages suffered by AIIMS by reason of any default on the part of the licensee in the due observance and performance of the provisions if any law which may be related to the purpose of the Agreement and to the area in which premises are located.
24. AIIMS Raipur shall not be responsible in any way for loss or damage by any means caused to the licensee's property in the said shop.
25. The licensee shall not stock, sell, display, distribute or keep hand-outs or any other form of media/medium within the schedule space allotted for the food plaza. Any violation in this regard will be treated as a breach of the contract and the license will be revoked. Contractor will also put up suitable signage to inform the general public the location of the Food plaza.
26. Due to any strike or lockout either in the shop or for any other reason, the licensee is unable to function or his business is affected, the AIIMS Raipur shall not be liable for any loss, which the licensee may suffer in such an event.
27. On expiry of the license period or on termination of the license by the AIIMS, Raipur on account of any breach on the part of the licensee, the possession of the schedule space of food Plaza and in peaceful manner along with furniture, fittings, equipment and installation, if any, provided by AIIMS, Raipur. Further, licensee shall remove his/their goods and other materials from the schedule space immediately, failing which AIIMS, Raipur reserves it to remove such goods/materials at the cost and risk of the licensee and demand payment for such removal. If such payment is not made within 10 days, AIIMS shall be at liberty to dispose of the goods/materials of the licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection such an eventually.
28. The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space to or in favour of the licensee but shall be construed to be as a licensee in terms & conditions herein contained as per the agreement.
29. Tender should have registration with ESIC and employee provident fund organization. The tender should also ensure the payment to its employees, of engaged or outsourced, as prescribed under minimum wages act and as per the relevant statutory provisions applicable time to time. He should comply with contract labour provisions too as per applicable norm. In case of non-adherence of such provisions mentioned on this para, licensee will be responsible for all the consequences any arises.

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30. An area as decided by the AIIMS authority will be provided for opening of FOOD PLAZA.
31. The metered electricity will be provided by AIIMS Raipur. A separate Sub-Meter shall be installed by vendor after following the due process. An electricity Bill will be raised by AIIMS Raipur and vendor has to make payment to the concerned department on monthly basis.
32. However, the water charges @ Rs. 500/- per month for the 'FOOD PLAZA' has to be paid by the licensee to AIIMS in addition to Licensee Fee.
33. The license shall be initially for one year from the date of signing of the license deed and thereafter may be renewed with mutual consent on terms and conditions to be settled mutually.
34. The successful bidder should enter into an agreement with AIIMS Raipur as per the agreement format at Annexure-III with this tender form, while submitting the tender the tenders is deemed to agree to abide by terms and conditions as given in tender document and as stipulated in agreement.
35. The bidder should deposit security money of Rs. 10,00,000/- (Rupees ten lakhs) in the form of bank guarantee favouring AIIMS Raipur valid for a period of 02 Years from the date the agreement. Also if the licensee fails to vacate the premises on expiry of licensee deed, he is liable to pay damage charges twice the amount of licensee fee and last month revenue share of AIIMS Raipur or Rs. 4,00,000/- (Rupees Four Lakhs) per month whichever is higher.
36. The security money will be refunded after successful completion of the license period and getting a No. Demand certificate from the Engg. Service Department of AIIMS that licensee have cleared all dues in respect of Electricity bill and handed over the shop to the Engineering Service Department, without any damage.
37. If in the opinion of the institute, there is any defect or deficiency in the performance of the contract, the Director, AIIMS Raipur may terminate the licensee or impose a fine of Rs. 2,500/- (Rupees Two thousand five hundred).
38. On acceptance of the offer/tender the agreement of licensee deed is to be signed by the firm within 15 days of issue of letter of acceptance to the firm.
39. After acceptance of tender and/or after signing of agreement if the firm/individual fails to take over the within the stipulated period or to fail to operate the 'FOOD PLAZA' the earnest money shall be forfeited.
40. The Director, AIIMS Raipur reserves the right to reject any or all tenders offers without assigning any reason.
41. Every page is to be signed by the applicant.
42. Director, AIIMS Raipur can alter any conditions of the tender at any time.
43. The rates of food items sold through Food Plaza once decided should be strictly adhered to and cannot be changed in any circumstances without prior approval of the Institute.
44. No figure or words should be over written. Incorrect figure or words he scored out and rewritten under the initials of the licensee.

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45. The application forms downloaded from the website should be accompanied by a Bank draft of Rs. 1500/-payable to AIIMS Raipur without which the tender would be rejected summarily.
46. All the supporting enclosures to be provided as part of technical bid and should be self-attested by the tenderer or person authorized on his behalf.
47. Application submitted by the applicant shall be rejected out rightly if the applicant:
48. Submits incomplete application.
49. Submit the application in joint venture.
50. Stipulates his/her own conditions or any alternative/condition proposals.
51. Does not sign and affix the stamp/seal of the Entrepreneurial Establishment of the applicant in the manner and at the places as enumerated/earmarked in the application document.
52. Does not have all statutory registrations/licenses.
53. Does not adhere to all Laws and Acts as applicable to such kind business.
54. Does not agree with all terms and conditions.
55. The licensee should employ in his service only such person whose antecedents have been verified by the police and have also been medically examined at his own cost and to the satisfaction of the Institute. He/ She shall not employ any child labour. The Licensee shall arrange Police verification of all his staff and issue identity cards bearing photographs of the canteen employee, for gate entry who shall exhibit it prominently during working hours. The canteen staffs are also liable for search on entry/exit.
56. The Licensee shall not use or allow to be used the canteen premises or any part therefore for dwelling purpose and shall not allow any outsiders to loiter in and around the canteen building without valid authority.
57. That the licensee shall not make any additions or alternative in the built structure and in the canteen premises however the purely temporary construction in public interest may be considered by the Licensor.
58. The Licensee shall at his cost employ adequate number of catering staff such as supervisors, Cooks, helpers, Service boys, Sweepers and other person for smooth and efficient running of the canteen services.
59. The Licensee shall exclusively be liable and responsible for their statutory wages, PF, Bonus, Medical Reimbursements, Uniforms and all other payments as may be applicable and full compliance of all statutory Laws, Rules and Regulations as applicable to them.
60. The Licensee shall ensure that all canteen employees, during their working hours wear neat and tidy uniforms and use hygiene gloves supplied by the Contractor. No canteen employee shall be allowed to continue his duty without uniform.
61. The employees of the Licensee will be subject to medical examination once year at Contractor's

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- cost by registered medical practitioner. The employee should be free from all communicable contagious infections and other diseases. In the event of any employee of the contractor being found medically unfit, the contractor shall arrange to replace him. Contractor has to submit medical reports once in year.
62. Sale & Services of alcoholic drinks and tobacco products are strictly prohibited. If anything happens against this clause the AIIMS, Raipur authorities shall have all the rights to cancel the agreement and take proper legal action against the contractor as per laws.
 63. The tenderer will arrange all cooking utensils and serving materials including proper furniture setup for dining area. All cooking utensils are to be of stainless steel and all serving material of stainless steel or bone china.
 64. Use the plastic bags etc. is prohibited in AIIMS Campus as per direction of government /AIIMS authorities.
 65. That the licensee agrees to keep the canteen premises neat clean and tidy at all times and according to the Health/Hygienic bye-lays of the Raipur Municipal Corporation.
 66. The Licensee shall arrange soap clean towel etc. at the washbasins provided at his own cost round the clock.
 67. Personal hygiene of all food handlers should be adhered maintaining personal hygiene and wear clean attire.
 68. All food handlers to use appropriate head gears and gloves.
 69. All food items to be stored in clean and hygienic and safe place free from pests.
 70. Maintain the use of clean materials and clothes and safe and hygienic practices to ensure that no cross contamination of other items in the work place occurs.
 71. The periodic pest control in the canteen will be done by the Licensee. In case canteen kitchen requires special post pest control treatment, it has to be arranged by the licensee himself.
 72. Only refined edible oil recommended to be used.
 73. R. O. Water should be used for cooking and service purpose.
 74. No left over off one meal to be used in another meal.
 75. Any damage to institute property/fixtures will have to be rectified by the licensee immediately.
 76. Segregation of waste materials will also be undertaken by licensee as per local rules and regulations.
 77. The personnel employed by the licensee should be polite courteous well behaved with the general public.
 78. The licensee shall make appropriate arrangements and install adequate fire fighting equipment at its own cost and ensure that they are periodically checked and maintained. The Licensor shall have

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the right to get the installed equipments checked/monitored from any approved agency at the cost of the licensee it felt appropriate during the period of licensee.

- 79. The licensee will maintain high quality of hygiene i.e. fly proof apparatus/machine, Dustbins for used cups/plates.
- 80. The licensee shall maintain complaint book/visitors book/suggestions box at a prominent place in the licensee premises and in such way that it easily accessible to any person who wishes to record any complaint/suggestion and the details/books shall be open for inspection to the licensor as and when demanded.
- 81. The licensee shall use high quality raw material/oil preferably branched material for preparing food items.
- 82. For security reason the licensee shall provide the list of all the employees appointed by the licensee for the purpose of assisting the contractor in the matter running the staff canteen for the canteen premises. Such list shall contain the following details of the employees appointed by the contractor namely Name, Age, Date of Birth, Sex, Photo, Educational Qualification, Designation, Permanent and Temporary Address, Telephone No, and health record. The contractor shall inform appointment and removal of employee immediately.
- 83. On expiry of the license period or on termination of the license by the AIIMS, Raipur on account of any branch on the part of the license, the licensee shall deliver the possession of the schedule space in good condition and in peaceful manner along with fitting equipments and installation if any provided by AIIMS, Raipur further licensee shall remove his/their goods and other materials from the schedule space immediately, failing which AIIMS reserves its rights to remove such materials/goods at the cost and risk of the licensee and demand payment for such removal. If such payment is not made within 10 days, AIIMS, Raipur shall be at liberty to dispose of the goods/materials of the licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such eventuality.

Signature

Name & full address.....

Telephone No.....

N.B: In case of thumb impression it should be witnessed by two Persons other than those who are quoting for this work

PRICE BID FORM

Name and full address of
The quoting firm :

Telephone No. :

Name of the shop :

Cost : As per Annexure-II

Time for which it can be operated every
Day including Sundays/Holidays : 24 Hours

License Fee, which the firm/individual
Offers to pay to AIIMS Raipur : Rs feet (in figure) per
square feet / per month of usable area.

(NOT LESS THAN 30%) : Rupees
.....(in words

(The rate should be quoted as amount per square feet per month of usable area allocated to canteen).

The base rate is Rs. 48 per square feet per month.

Catalogues etc. to be enclosed if available separate sheet be attached if required a reference No. of separate sheet attached be mentioned herein this column.

Signature.....

Name & full Address.....

Telephone No.....

N.B.: In case of thumb impression it should be witnessed
By two persons other than those who are quoting for this Work.

AIIMS Campus.

**ALL ITEMS BE PROVIDED IN A HYGIENIC FOOD
GRADE MATERIAL WITH PROPER PACKING
WHEREVER REQUIRED.**

BREAKFAST OPTION

S. No.	Items at 'FOOD PLAZA' at two outlets situated in	Quantity	Rates
1.	Tea (vending machine)	Per cup 110 ml	Rs. 5/-
2.	Tea (Ginger/Lemon / cardamom)- Vending machine	Per cup 110 ml	Rs. 5/-
3.	Special Tea / Doodh Patti	Per cup 110 ml	Rs. 5/-
4.	Coffee- vending machine	Per cup 110 ml	Rs. 10/-
5.	Black Coffee- vending machine	Per cup 110 ml	Rs. 10/-
6.	Cold Coffee- vending machine	Per cup 110 ml	Rs. 10/-
7.	Milk (Hot/Cold)	Per cup 250 ml	Rs. 10/-
8.	Milk shakes	Per cup 250 ml	Rs. 20/-
9.	Lassi (Fresh)	Per cup 250 ml	Rs. 20/-
10.	Soup – Vending machine	Per cup 150 ml	Rs. 10/-
11.	Vegetable sandwich +Ketchup Sachet + Paper Napkin	80 gms	Rs. 10/-
12.	Grilled sandwich + Ketchup Sachet + Paper Napkin	80 gms	Rs. 12/-
13.	Aloo/Zeera/AjwainParantha with 100 ml Curd + Sugar/Salt Sachet Pickle	Two Pieces	Rs. 25/-
14.	Aloo/Zeera/AjwainParantha with Pickle		Rs. 20/-
15.	Moong Dal/BesanCheela of 100 gm with MithiChatani 50 ml	Two Pieces	Rs. 25/-
16.	4 Puri 120 gm, 100 gm bhaji and 100 ml Curd		Rs. 20/-
17.	4 Puri 120 gm, 100 gm bhaji and with Pickle.		Rs. 20/-
18.	Paneer/Veg. Kulchas 100 gm + Ketchup Sachet + Paper Napkin	One Piece	Rs. 15/-
19.	Eggs : Two Boiled / fried omelette (Plain/onion/Tomato) with two bread slice.		Rs. 15/-
20.	Assorted Biscuit packet of branded companies		As Per MRP
21.	Packet of peanuts (salted and unsalted)		As Per MRP
22.	Packet of Bhuna Chana (salted and unsalted)		As Per MRP

Tender Enquiry No. ADMIN/Tender/Food Plaza/1/2014

S. No.	Items at 'FOOD PLAZA' at two outlets situated in	Quantity	Rates
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BREAKFAST IN HYGIENIC FOOD GRADE

PACKING :

20.	100 gm pack of any breakfast cereal i.e. (cornflakes, oats, roasted dalia, wheat flakes) 100 ml hot/cold milk with two sachets of sugar, disposable bowl & a spoon.		Rs. 20/-
21.	4 Slice of whole wheat bread, 25 gm butter sachet and paper napkin.		Rs. 15/-

BAKERY ITEMS:

S. No.	Items at 'FOOD PLAZA' at two outlets situated in	Quantity	Rates
1.	Egg less cake/muffins of individuals packing (branded company)		As Per MRP
2.	Vegetable Burger (Medium size)		Rs. 15/-
3.	Cheese & Chattani Sandwich	80 gms	Rs. 15/-

SOUTH INDIAN DISHES:

S. No.	Items at 'FOOD PLAZA' at two outlets situated in	Quantity	Rates
1.	2 Idli-Chutney/Sprouted Idli of 80 gms each, 100 ml samber, 50 ml coconut chatni food grade disposable bowl, spoon and paper napkin.		Rs. 20/-
2.	2 Vada of 50 gm each, 100 ml Samber, 50 ml coconut chatni food grade disposable bowl, spoon and paper napkin.		Rs. 20/-
3.	Uttapam 150 gm, 100 ml Samber, 50 ml coconut chatni food grade disposable bowl, spoon and paper napkin.		Rs. 20/-
4.	Rava Upama 150 gm, 100 ml Samber, 50 ml coconut chatni food grade disposable bowl, spoon and paper napkin.		Rs. 20/-
5.	Dosa plain (with Chatni, Samber, paper napkin etc.)		Rs 20/-
6.	Masala Dosa (with Chatni, Samber, paper napkin etc.)		Rs 25/-
7.	Rava Masala Dosa (with Chatni, Samber, paper napkin etc.)		Rs 30/-
8.	Mysore Masala Dosa (with Chatni, Samber, paper napkin etc.)		Rs 40/-
9.	Onion masala Dosa (with Chatni, Samber, paper napkin etc.)		Rs 35/-

LUNCH/DINNER with spoon and paper napkin: Full meal combination of :

1.	Paneersabji (150 gms) + seasonal vegetable (150 gms) + Dal/Chole/Rajma/Khadhipakora (150 gms) + Steamed rice (150 gms) + Two roti (Tawa /Tandoori 40 gm each) + Bundi Raita (80 gms)	800 gm	Total Rs. 35/- Per Plate
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Tender Enquiry No. ADMIN/Tender/Food Plaza/1/2014

MINI MEALS/ SINGLA ITEMS

S. No.	Items at 'FOOD PLAZA' at two outlets situated in	Quantity	Rates
1.	Rajma/Chole/Dal	200 gm	Rs. 15/-
2.	Shahi Paneer/Mutter Paneer	200 gm	Rs. 20/-
3.	Any Seasonal Vegetable	200 gm	Rs. 15/-
4.	Plain Rice	200 gm	Rs. 10/-
5.	Kadhi Chawal	200 gm	Rs. 20/-
6.	Rajma with jeera Rice	(200+150) gm	Rs. 20/-
7.	Chole with jeera Rice	(200+150) gm	Rs. 20/-
8.	Tandoori Roti	1 Piece (40 gm)	Rs. 3/-
9.	Naan	1 Piece (60 gm)	Rs. 7/-

SNACKS: (All should be made available with Ketchup Sachet + Paper Napkin)

S. No	Items at 'FOOD PLAZA' at two outlets situated in	Quantity	Rates
1.	Bread Pakora	80 gms	Rs. 10/-
2.	Vegetable Cuttlet	40 gms	Rs. 10/-
3.	Kachori (with aloo subji) (two pices)	40 gm each	Rs. 15/-
4.	Bread Roll (two pices)	40 gm each	Rs. 10/-
5.	Seasonal Pakoras	100 gm	Rs. 10/-
6.	Samosa	50 gm each	Rs. 10/-
7.	Matthi (2 pieces)/ Namak Pare (100 gm)		Rs. 10/-
8.	Aloo Bonda (two pieces)	40 gm each	Rs. 10/-
9.	Chana Dal Vada (two Pieces)	40 gm each	Rs. 15/-
10.	Vada Chatni (two pieces)	40 gm each	Rs. 15/-
11.	Egg roll	40 gm each	Rs 10/-
12.	Chicken roll	40 gm each	Rs 20/-
13.	Veg roll	40 gm each	Rs 10/-
14.	Paneer roll	40 gm each	Rs 15/-
16.	Spring roll	40 gm each	Rs 25/-

CHINESE

S. No	Items at 'FOOD PLAZA' at two outlets situated in	Quantity	Rates
1	Veg chowmin	125 gm	Rs 15/-
2	Egg chowmin	125 gm	Rs 20/-
3	Chicken chowmin	125 gm	Rs 25/-
4	Chilli paneer	100 gm	Rs 15/-
5	Chilli chicken	100 gm	Rs 25/-
6	Chicken lolly pop	100 gm	Rs 30/-
7	Corn Sup	100ml	Rs10/-

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SWEET DISHES:

S. No	Items at 'FOOD PLAZA' at two outlets situated in	Quantity	Rates
1.	Besan Laddoo (50 gm each)	2 Piece	Rs. 15/-
2.	Gulab Jamun (50 gm each)	2 Piece	Rs. 15/-
3.	Balushai (40 gm each)	2 Piece	Rs. 15/-
4.	Rassogulla	2 Piece	Rs. 15/-
5.	Malai chop	2 Piece	Rs. 15/-
6.	Rasmalai	2 Piece	Rs. 15/-

JUCES: to be provided in disposable glass with one paper napkin.

S. No	Items at 'FOOD PLAZA' at two outlets situated in	Quantity	Rates
1.	Masumi/Kinu	250 ml	Rs. 15/-
2.	Pineapple	250 ml	Rs. 15/-
3.	Anar	250 ml	Rs. 15/-
4.	Banana Shake	250 ml	Rs. 15/-
5.	Mango Shake	250 ml	Rs. 15/-
6.	Papaya Shake	250 ml	Rs. 15/-
7.	Chikko Shake	250 ml	Rs. 15/-
8.	Belras	250 ml	Rs. 15/-
9.	Carrot Juice	250 ml	Rs. 15/-

COLD BEVERAGES:

S. No	Items at 'FOOD PLAZA' at two outlets situated in	Quantity	Rates
1.	Branded Dairy Products		As Per MRP
2.	Branded Mineral Water of all size packing of different branded Company		As Per MRP

- Above items are illustrative and not exhaustive. Any further addition/deletion can be made with specified rate at the discretion of institute.

Signature.....
 Name & full Address.....

 Telephone No.....

N.B.: In case of thumb impression it should be witnessed by two persons other than those who are quoting for this work.

LICENCE DEED

This agreement of License is made on this day of between the Director, All India Institute of Medical Sciences , Raipur, acting through the Administrative Officer hereinafter called the “Licensor” which expression shall mean and include all its successors, assigns and nominees of the first part and Shri/Ms/M/s..... (Name& address of the licensee) hereinafter called the “Licensee” of the other part.

Whereas the licensee shri (Name & address of the licensee) being a qualified tender as per tender process has been allowed the privilege of using ‘FOOD PLAZA’ located at AIIMS, Raipur pertaining to basis / emergent requirement of patient/attendants to the patients and the relatives as well as staffs and students.

And whereas in consideration of the tender process and being a qualified tenders the Licensor has decided to allow the Licensee to sell to students/staffs/patients/attendants visiting AIIMS, Raipur as aforesaid, on a fixed license fee of Rs..... per month (in words) percent of total gross receipt at the above mentioned site commencing from

NOW THIS AGREEMENT OF LICENCE WITNESSTH AS FOLLOWS:

1. That the Administrative Officer , All India Institute of Medical Science will be Executing Officer in the present case and all matters in respect of premises/license will be dealt with by him on behalf of the Licensor, directly.
2. That the License shall be for a period of TWO YEARS only from to..... and thereafter, may be renewed with mutual consent on the terms & conditions to be agreed mutually between the Licensor and the Licensee.
3. That the monthly License fee shall be payable in advance on or before 10th day of each calendar month for use and occupation of the said space.
4. The licensee should get electricity connection from the CSPDCL and liable to pay electricity bill/charges to the CSPDCL and the Institute is not in any way responsible for not getting the electricity connection from CSPDCL or non-payment of the electricity charges dues to these bodies, the licensee is liable to pay water charge @ Rs. 500/- per month. The licensee shall directly and absolutely be responsible to CSPDCL with no obligation/liability on the part of Licensor.
5. That, in additional to License fee, the licensee shall have to deposit agreed amount of percentage on total receipt and also required to deposit Rs. towards security deposit, which will be refundable after the expiry of the agreement or its termination and after removed by the Licensor of its belongings from the site in question only after getting a No Demand Certificate from CSPDCL and Engg. Service Deptt. of AIIMS Raipur that the Licensee have cleared all dues in respect of electricity Bill and water charges and handed over the ‘FOOD PLAZA’ to the Engg. Service Deptt. without any damage.
6. That the overall control and supervision of the said space will remain vested in the Licensor and officials of the Licensor shall at all reasonable hours, be entitled to inspect the premises under

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Licensee with respect to its bonafide use and in connection with the fulfillment of the other terms & conditions of the Agreement advertised with tender and further issued time to time , Administrative Officer or the nominated committee members as constituted by the Director, AIIMS Raipur shall periodically monitor quality of food and maintenance of hygienic conditions. The caterer /contractor will have to implement all feedbacks being given by such members time to time in order to maintain the standards up to the satisfaction of the committee.

7. That in order to carry on the above work of running the said "FOOD PLAZA". The responsibility of obtaining other licenses permission, if any, from the component authority, viz, RMC or any statutory bodies etc. shall be of the licensee and in no circumstances, the delay in the issue of such permission of refusal in getting the same shall not be a ground to pay the license fee and other charges otherwise payable by the licensee.
8. The Licensee shall use the space for the purpose for which it is earmarked and for no other purpose.
9. That the Licensee shall not permit the premises or any part thereof to be used by any other person(s) for any purpose whatsoever without the prior permission in writing of the licensor. The licensee shall not introduce any partner, nor can the licensee transfer permission for use the premises or part thereof to any other third party under any circumstances.
10. That the licensee shall sell the item listed in the **Annexure-II** as per the prescribed rates laid down. Any explanation/Justification sought for in this reference shall have to be given by the licensee immediately and any direction/instruction issued through the executing Officer have to be abided by the licensee.
11. That the Licensee shall fulfill and abide by all the provisions of the municipal laws in force. By laws, Rules and Regulations made there under and the provisions of Delhi shop and Establishment Act and those of any other enactment for the time being in force.
12. That the Licensee shall keep the premises as well the surrounding areas clean and tidy. The Licensee shall not cause any destruction, any addition/alteration or encroachment or make publicity whatsoever in the premises under any circumstances and in the event of failure to abide by the same shall tantamount to breach/violation of items and conditions of the Agreement. However temporary structures in public interest only with the prior permission of the licensor may be considered.
13. That the Licensee shall fulfill and diligently comply with all the directions general or special orders issued by the Licensor from time to time.
14. That the Licensee shall not do anything in or outside the said space which may create nuisance to the passer by general public/ other facilities or services.
15. Only authorized cooking gas media will be allowed for cooking and all cooking gas is to be arranged by the contractor at his own cost.
16. That on expiry of the period covered under this agreement or in the event of revocation of License deed under the terms and conditions or in case of non-use of the space for a period of thirty consecutive days, the License shall have to remove its belongings and hand over vacant physical possession to the Licensor failing which the Licensor shall be entitled to remove the belongings of the Licensee from there at the Licensee's cost.
17. That the Licensor shall be entitled to forfeit the security deposit and cancel the License in the event of breach of any of the terms and conditions or clauses of this agreement by the Licensee.

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18. That the Licensee shall deal with the general public politely and shall not conduct itself in such a way as to cause annoyance to anyone.
19. That the Licensor shall have the discretion, at all times to alter/shift to any other place without assigning any reason(s) whatsoever. No claim/ compensation if any demanded by the Licensee in this regard will be entertained.
20. That the Licensee shall always appropriately display the rates of products/items being offered for sale at the site.
21. That any notice to be given under the terms of the Agreement shall be considered to be duly served if the same has been affixed at the site as allotted for running the trade to the Licensee.
22. That in case of any dispute between the Licensee and the visitors/staff. The matter shall be referred to the Director, whose decision shall be final and binding upon the Licensee.
23. That the agreement can, at any time, be withdrawn/cancelled/terminated by giving one month's notice in writing by either side without assigning any reason(s) and the Licensee shall vacate the space within the stipulated period failing which Licensee shall be liable to be removed by the Licensor, by use of force, if necessary. In addition, the Licensee shall, in the event of refusal/neglect to vacate the site be liable to pay twice of the monthly license fee and last month revenue share or Rs 4,00,000/- whichever is higher per month towards damage charge and the same will be payable by the Licensee failing which the same will be deducted from the security. If any, lying with the Licensor, and/or shall be recovered from the Surety/Guarantor.2. The Licensor has the right to determine this license by giving notice to the Licensee and get the same vacated as per Public Premises (Eviction of unauthorized occupants) Act.
24. That no. claim of Licensee can be entertained for non-payment of License fee or reimbursement thereof on any ground, whatever, including on slump in sales on account of strike etc. at All India Institute of Medical Sciences, Raipur.
25. If, in the opinion of the Licensor, there is any defect or deficiency in the performance of this contract, the Director may terminate the license or impose a fine of Rs. 500/- (Rupees five hundred only) on the license on each occasion, Such fines will be deductible from the security deposit or any amount due to the licensee, if not sooner paid by the licensee.
26. The said space/premises of using FOOD PLAZA located at AIIMS, Raipur. The routine maintenance of the said premises shall be done by Licensee at their own cost Major repairs as may be required to be done to natural weathering and which are not due to mishandling of the licensee shall be considered by the Licensor.
27. For maintaining the **aesthetic beauty of the area** and for general welfare/interest of the Licensor instructions as issued by the Executing Officer from time to time shall be abided by the Licensee.
28. The Contractor **shall not use or allow** to be used the canteen premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter in and around the canteen building without valid authority.
29. The Contractor shall at his cost **employ adequate number of catering staff** such as supervisors, Cooks, helpers, Services Boys, Sweepers and other persons for smooth and efficient running of the

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canteen services.

30. The License fee so fixed herein above should be deposited by Bank Draft/Pay Order in favour of Director AIIMS, Raipur through the Executive Officer. **Any delay lapse on account of non-payment** of the said amount within stipulated period shall be deemed to be breach of contract and shall entitled the Licensor to deal with the licensee befittingly in a manner as per the circumstances.
31. Sub-letting of any portion in any form is not permissible. If found action will be taken as deemed fit including forfeiting of EMD and termination of Contract.
32. In case of any incidents/quarrel/complaints occurred/ thefts in the FOOD PLAZA then all type of FIR with the police, court cases on this account has to be dealt with by the licensee immediately with information to the concerned authority under intimation to the licensor.
33. The Licensee shall make appropriate arrangement and install adequate fire fighting equipment at its own cost and ensure that they are periodically checked and maintained. The Licensor shall have the right to get the installed checked/motored from Raipur or any other approved agency at the cost of the Licensee if felt appropriate during the period of license.
34. The license **cannot be transferred or assigned** by the license in any circumstances and in case of any change in the constitution of the licensee, without prior specific consent of the licensor, the right of the present license shall revert to the Licensor forthwith.
35. The built up structure must **not be used for any purpose** other than that mentioned in this license. No benches/tables/counters/hoarding, etc. is allowed to be fixed outside the defined premises by the Licensee and surrounding area shall be open for free movement of general public.
36. Administrative Officer or the nominated committee members as constituted by Director, AIIMS Raipur shall periodically monitor quality of food and maintenance of hygienic conditions. The caterer/contractor will have to implement all feedbacks being given such members time to time in order to maintain the standard up to the satisfaction of the committee.
37. The licensee shall bear the cost of stamp duty to prepare license agreement. All other applicable charges shall also be borne by the licensee.
38. During the contract period, there will be no revision in the rates. If during the said contract period and or during extended period of contract, the contractor expresses his inability to fulfill the contract or run the canteen it will be treated as breach of contract and the contract will be terminated. In such case, AIIMS Raipur reserve to right to
 - Forfeited the security deposited submitted by the contractor.
 - Blacklist the contractor for three years.
39. The contractor shall observe, abide and comply with the Rationings provisions/regulations /rules that are in force or that which shall be brought in to force from time to time and shall obtain the necessary permits and comply with the directions of the food and rationing Authorities including submission of returns etc.
40. The contractor hereby agrees that variation in the rebate price /rate of the article of food and soft

drinks as offered by the contractor shall not be allowed to be changed during first year of the contract and thereafter the same may be allowed only with the prior written permission of the AIIMS Authorities. However the items sold on MRP mentioned by the company may be changed with the information to the licensor.

41. The contractor shall display the price/rate of the articles of food and soft drinks. The contractor shall also arrange copies of the menu card having the rebate of price/rate offered by the contractor over the articles of food and soft drinks provided by the contractor countersigned by contractor and AIIMS authorities. In addition the contractor shall also arrange the list of price/rate as approved from time to time by the AIIMS in bold letters at such conspicuous place as may be directed by it.
42. Contractor shall obtain the license from the Health Department or concerned department and pay the license fees accordingly.
43. Selected Contractor, to whom the final contract will be awarded, shall enter into AGREEMENT. The stamp duty, Execution cost etc. shall be borne by the agency entering into agreement with AIIMS Raipur.
44. **Maintenance & Insurance of premises-**

The licensee shall be responsible for proper upkeep and maintenance and/or any damage or loss done to the premises. The licensee shall insure and keep adequately insured and said built up structure against the loss of damages by fire or any other natural calamity in the joint name of the licensor and the licensee in such insurance office of the licensor may approve and shall produce the policy cover of insurance and receipts of premium and other payments whenever required by the licensor or his agents for inspection provided also that if such money be insufficient for that purpose, the licensee shall at his expenses rebuild the premises and make it habitable provided always that if the licensee shall fail to insure and keep insured the said premises .the licensor may do so himself and recover from licensee all sums so paid, as part arrear of license charges for maintaining the aesthetic beauty of the area and for general welfare /interest of the licensor instructions as issued by the Executing Office from time to time shall be abided by the Licensee.

1. **No damage to the fixture or fittings-**That the licensee shall not injure or damage any of the electric, sanitary and other fixture and fittings and appliance of whatsoever nature included in premises as licensed to it and shall take good care of the same and shall from time to time restore and replace any of such fittings and appliances as are damaged or worn out.
2. **Penalty for Default** – That the licensor shall be entitled to forfeit the security deposit and cancel the license in the event of breach of any of the terms and conditions or clauses of this agreement by the Licensee.
3. The firm also ensure availability of all medicines & surgical consumables at all times. In case of non-availability of any item the firm will procure the requisite item from nearby market and provided the same within an hour to the patient.
4. In case the contractor fails to supply the listed food items/juices a penalty will be imposed to be decided by the competent authority on the merit of the complaint by the licensor.
5. **No compensation** – Even on the determination of this license (either prior to the time provided herein or in the extended time) the Licensee shall not be entitled to any compensation

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whatsoever.

6. **Indemnity** –The bidder shall indemnify the institute against all actions, suits, claims and demand brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connections with the work of this contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job, safety measures prevailed prevalent in India and will free the hospital from all demands or responsibilities arising from accidents or loss of life the cause of which is the bidder negligence .The bidder will pay all indemnities arising from accidents without any extra cost to hospital and will not hold the hospital responsible or obligated. AIIMS, Raipur may at its discretion and entirely at the cost of the bidder defined such suit, either jointly with the bidder or single in case the later chooses not to defend the case or if the case is not defined as per the satisfaction of the AIIMS.

In witness whereof, the license and the licensor here appended their signatures indenture on thisday ofat Raipur.

Licensee

Licensor

Witness

1.

2.

ANNEXURE - "IV"

PERFORMANCE CERTIFICATE PERFORMA

Sl. No.		
1.	Name of Contract & Location	
2.	Scope of Tender	
3.	Date of start	
4.	Period	
5.	Report towards quality of food	

**(Seal of the Organization)
authority)**

**(Signature of the responsible
authority)**

Date:

Note: This may also be submitted in another format mentioning above information enclosing a copy of Agreement.

ANNEXURE – "V"

DETAILS OF EXISTING CLIENTS

Details of existing clients:

(Separate page must be submitted for each client)

Name of the Company	
Address of the Company	
Name designation of contact person with Telephone number	
Numbers of persons to whom catering services are provided per day	
Number of employees deputed by the Contractor for the said client	Kitchen staff Service Boys Others

Signature of the Applicant
Name and Designation of the Applicant
Seal of the Applicant

BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “tender”) against the purchaser’s tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

1. If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a. fails or refuses to furnish the performance security for the due performance of the contract, or,
 - b. fails or refuses to accept/execute the contract, or
 - c. if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)
Name and designation of the officer Seal, name & address of the Bank and address of the Branch

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,
All India Institute of Medical Sciences, Raipur
Tatibandh, Raipur – 492 099

In consideration of All India Institute of Medical Sciences, Raipur [hereinafter referred to as AIIMS', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s _____ [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with AIIMS a sum of Rs. _____ (Rupees _____) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. _____ (Rupees _____) as required under the terms and conditions of contract / work order no dated _____ [hereinafter referred as the order'] placed by AIIMS on the said supplier/contractor. We, _____ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay AIIMS an amount not exceeding Rs. _____ (Rupees _____) on the demand made by AIIMS on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We _____ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from AIIMS stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by AIIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

2. We, the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of AIIMS, Raipur under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till AIIMS, Raipur certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

Tender Enquiry No. ADMIN/Tender/Food Plaza/1/2014

3. We the bank, undertake to pay to AIIMS, Raipur any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We _____ the bank further agree that AIIMS, Raipur shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of AIIMS, Raipur or any indulgence by AIIMS to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and shall remain in force up to _____ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. _____. We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Administrative Officer, All India Institute of Medical Sciences, Raipur.

8. We, _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on the _____ day of _____

Signature

For the Bank

Witness:

Name(s) & Designation(s)

Name & Address

**POWER OF ATTORNEY
(On a Stamp Paper of relevant value)**

I/ We..... (name and address of the registered office) do hereby constitute, appoint and authorize Shri/Smt (Name and address) who is presently employed with us and holding the position of as our attorney, to act and sign on my/our behalf to participate in the tender no for

I/We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the ___ day of 201_ For_____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____

DECLARATION

From:-

M/s.....
.....
.....

To

Administrative Officer,
All India Institute of Medical
Sciences, Medical College Building,
Tatibandh, Raipur – 492 099

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor/Director authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of any Agency with whom the Government have banned / suspended business dealings. I/We further undertake to report to the Administrative Officer, AIIMS, Raipur immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Directors are Proprietor or Partner or Director of such a Agency which is banned/suspended in further during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Date:
Place:
Seal of the Agency

Name:
Designation
Address: